

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W42X01-2196-ND23		PAGE 1 OF 74		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DAKF24-02-B-0011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GRETA J KELLER			b. TELEPHONE NUMBER (No Collect Calls) 337-531-0906		6. SOLICITATION ISSUE DATE 07-Jan-2003	
9. ISSUED BY CODE DABK25 USA CONTRACTING AGENCY SOUTHERN REGION FORT POLK DIRECTORATE OF CONTRACTING 1868 FIFTEENTH STREET PO DRAWER 3918 FORT POLK LA 71459-0918 TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8734 SIZE STANDARD: \$ 5 mil		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>				
				13b. RATING				
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP				
15. DELIVER TO DOL. MAINTENANCE DIV TERI DANCEL 2650 LOUISIANA AVE STE B106 FORT POLK LA 71459 TEL: 337-531-1215 FAX: 337-531-8962		CODE W42CXC		16. ADMINISTERED BY				CODE
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY				CODE
TEL.		FACILITY CODE						
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		
		SEE SCHEDULE						
						23. UNIT PRICE		
						24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				TEL: EMAIL:				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY		
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)				
				42d. TOTAL CONTAINERS				

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	AOAP Svc Base Period 1 Mar 03 -29 Feb 04 FFP Operate and maintain the Army Oil Analysis Program (AOAP) Laboratory in strict accordance with the specifications, technical exhibits, and attachments. PURCHASE REQUEST NUMBER: W42X01-2196-ND23	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	AOAP Svc 1st Opt Per 1Mar04-28Feb05 FFP Operate and maintain the Army Oil Analysis Program (AOAP) Laboratory in strict accordance with the specifications, technical exhibits, and attachments. PURCHASE REQUEST NUMBER: W42X01-2196-ND23	12	Months		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		12	Months		
OPTION	AOAP Svc 2nd Opt Period 1Mar05 - 28Feb06 FFP Operate and maintain the Army Oil Analysis Program (AOAP) Laboratory in strict accordance with the specifications, technical exhibits, and attachments. PURCHASE REQUEST NUMBER: W42X01-2196-ND23				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		12	Months		
OPTION	AOAP Svc 3rd Opt Period 1 Mar06 -28Feb07 FFP Operate and maintain the Army Oil Analysis Program (AOAP) Laboratory in strict accordance with the specifications, technical exhibits, and attachments. PURCHASE REQUEST NUMBER: W42X01-2196-ND23				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months		
OPTION	AOAP Svc 4th Opt Period 1Mar07 - 29Feb08 FFP Operate and maintain the Army Oil Analysis Program (AOAP) Laboratory in strict accordance with the specifications, technical exhibits, and attachments. PURCHASE REQUEST NUMBER: W42X01-2196-ND23				

NET AMT

FOB: Destination

CONTRACT TOTAL

TOTAL ESTIMATED AMOUNT OF ALL CLINS \$ _____

STATEMENT OF WORK

MANAGE AND OPERATE
ARMY OIL ANALYSIS PROGRAM LABORATORY
FORT POLK, LOUISIANA

GENERAL

1.1 OPERATIONS. The contractor shall furnish all personnel, equipment, supplies, material and other items, except as specified herein as Government furnished, to manage and operate the Army Oil Analysis Program (AOAP) Laboratory located at Fort Polk Louisiana, in accordance with this Performance Work Statement (PWS). Nothing in this PWS should be construed as to require or otherwise authorize a personal services arrangement whereupon a Contracting Officer's Representative (COR) controls, directs, or otherwise supervises the contractor's employees. The contractor shall perform analysis and evaluations of oil samples from aeronautical and non-aeronautical equipment of the Active Army, US Army Reserve, National Guard and other Department of Defense (DOD) customers as designated by the Huntsville Alabama Logistics Support Activity (LOGSA). Other services required include, but are not limited to: providing results to customers, maintaining documentation, operating the Standard Data System computer and preparing reports. The Historical Data for fiscal years (FY) 2000, 2001, 2002 is at Attachment I.

1.2 STAFFING OPERATIONS. Number-of-Personnel. Technical Manual (TM) 38-301-2 recommends approximately one full-time employee for every 800 analyses per month with automated data recording (this includes spectrometric and physical property testing). Also, per TM 38-301-2, the contractor shall employ two (2) certified evaluators full-time. This shall be interpreted to mean "a minimum of two" (See Para 1.2.2). In addition, the contractor shall provide training and opportunity as required to obtain certification of an additional employee as a back up certified evaluator. The contractor shall also provide training and enhancement courses at no cost to the Government.

1.2.1 PROJECT MANAGER. The contractor shall designate, in writing to the Contracting Officer, a Project Manager and an alternate who will coordinate between the Government Contracting Officer staff and the contractor's personnel. These people shall be knowledgeable of the terms and conditions of the contract and authorized to make decisions on behalf of the contractor.

1.2.1.1 The Project Manager or the alternate shall be on site at Fort Polk, Louisiana, when the laboratory is in operation. They shall attend meetings as directed by the Contracting Officer (KO) to settle disputes, solve problems, and coordinate work.

1.2.1.2 The Project Manager shall receive, investigate and answer any Contractor Discrepancy Reports (CDR), Cure Notices or any other complaints either written or verbal.

1.2.1.3 The Project Manager shall serve as the Information Assurance Officer (IAO) for the Automated Information System(s) (AIS) within the AOAP laboratory in accordance with Army Regulation (AR) 380-19.

1.2.2 LABORATORY SUPERVISOR/EVALUATOR. The contractor shall designate a laboratory supervisor/evaluator and an alternate to manage the laboratory. The laboratory supervisor/evaluator or the alternate shall be on site whenever the laboratory is in operation. The project manager may also be the supervisor/evaluator. The contractor shall provide a minimum of two (2) evaluators certified by the LOGSA Program Director (PD),

AOAP. The contractor shall have present, during all testing operations, either the laboratory supervisor/evaluator or technician/evaluator as specified in paragraphs 1.2.2.1.2 or 1.2.2.1.3 below.

1.2.2.1 CONTRACTOR PERSONNEL QUALIFICATIONS.

1.2.2.1.1 MINIMUM QUALIFICATIONS. Listed below are the minimum qualifications required for personnel to operate the Fort Polk AOAP Laboratory. Company history with resumes of qualifications and availability commitments for supervisor/evaluator and laboratory technician shall be submitted to the Contracting Officer within 10 days after the apparent low bid is determined. Only personnel meeting the qualifications shall be utilized in performance of the contract.

1.2.2.1.2. LABORATORY SUPERVISOR/PHYSICAL SCIENCE TECHNICIAN/EVALUATOR. The laboratory supervisor/evaluator is responsible for supervising all phases of the operation of a spectrometric and physical testing oil analysis laboratory. Minimum qualifications are as follows:

1.2.2.1.2.1 Individual shall have a degree in a physical science or related discipline with one (1) year in the position of laboratory supervisor/lab chief in an oil laboratory and experience in supervision of all phases of operation of an oil analysis laboratory. The requirement for a degree may be waived provided the applicant has a minimum of five (5) years experience in an oil analysis laboratory within the last six (6) years, with a minimum of two (2) years experience in the position of laboratory supervisor or assistant laboratory supervisor.

1.2.2.1.2.2 Individual shall have three (3) years experience in the area of component evaluation based on spectrometric and physical property testing of used lubricating fluids. Experience must include a minimum of two (2) years experience in evaluating components from fixed-wing aircraft, rotary aircraft, heavy diesel equipment, locomotives, compressors, hydraulic systems, and generators by spectrometric analysis.

1.2.2.1.2.3 Individual shall have five (5) years experience in physical and chemical analysis of used lubricating fluids and with analytical techniques of emission spectrometry, viscosity, microscopy, and wet chemical methods.

1.2.2.1.2.4 Individual shall be experienced in the collection, treatment and presentation of data for reporting cost analysis, program evaluations and establishment of component and used lubricant evaluation criteria.

1.2.2.1.2.5 Individual shall have experience in the operation and maintenance of Baird A/E 35U-3/FAS-2C atomic emission fluid analysis spectrometers, Fourier Transform Infrared (FTIR) analysis and Passport System V upgrade.

1.2.2.1.2.6 Individual shall have practical experience in performing operator maintenance of electronic laboratory equipment, such as spectrometers, Ferrographs and viscometers.

1.2.2.1.2.7 Individual shall be familiar with forms, reports, and manuals of the AOAP and JOAP prior to beginning laboratory operations.

1.2.2.1.2.8 Individual shall be trained (PD, AOAP approved training and familiar with operation, maintenance, Ferrographic procedures, and methodology of the Direct Reading Ferrograph (DRII), Dual Analytical Ferrograph, and Ferroscope). The contractor is not relieved from the obligation to provide the minimum number of personnel beginning on the contract start date.

1.2.2.1.3. PHYSICAL SCIENCE TECHNICIAN/EVALUATOR CLASS A. Minimum qualifications of individual are as follows:

1.2.2.1.3.1 Individual shall have two (2) years experience as an operator of a Baird 35U-3/FAS-2C atomic emission fluid analysis spectrometer, Fourier Transform Infrared (FTIR) analysis and Passport System V upgrade in an oil analysis laboratory at the senior technician level or equivalent.

1.2.2.1.3.2 Individual shall have experience in performing operator maintenance of atomic emission spectrometers.

1.2.2.1.3.3 Individual shall have one (1) year experience in the evaluation of oil lubricated components based on spectrometric and physical/chemical testing of used lubricating fluids from jet engines, turbojet engines, diesel engines, transmissions, gearboxes, generators, compressors, and hydraulic systems.

1.2.2.1.3.4 Individual shall have experience in preparing reports of analysis and maintenance recommendations to customers of oil analysis laboratories.

1.2.2.1.3.5 Individual shall be familiar with forms, reports, and manuals of the AOAP and JOAP prior to beginning laboratory operations.

1.2.2.1.3.6 Individual shall be trained (PD, AOAP approved training) and familiar with operations maintenance, ferrographic procedures, and methodology of Direct Reading Ferrograph (DRII), Dual Analytical Ferrograph and Ferroscope. The contractor is not relieved from the obligation to provide the minimum number of personnel beginning on the contract start date.

1.2.3 LAB TECHNICIAN: To assure continuity at all times within the lab, Lab Technicians will be crossed trained in all tasks required in the analysis of the oil samples. This includes, but is not limited to, the standardization and operation of the following instruments: Baird Atomic Spectrometer, Fourier Transform Infrared Spectrometer (FTIR), and the Nametre Viscometer. Technicians must also be capable of receiving and preparing samples for analysis, distributing computer print outs, and operating and using the OASIS computer program.

1.2.4 IDENTIFICATION OF CONTRACTOR EMPLOYEES. The contractor shall, within five (5) calendar days prior to beginning performance of work, provide the Contracting Officer a list of all employees who will perform under this contract. The list shall include the full name and job title of each employee. The contractor shall notify the Contracting Officer in writing of any addition, deletion or change in work assignment within two (2) days of such change.

1.2.5 BADGES. Each contractor employee shall wear a badge, furnished by the contractor, conspicuously displayed on exterior clothing at all times while on Fort Polk. This badge shall display as a minimum the Contractor Company Name, Employee Name, and a recent photograph.

1.2.6 CERTIFICATIONS. The contractor shall not begin laboratory operations until two required evaluators are certified. Commencement of a new contract will not be cause for recertification of a certified evaluator if that evaluator is being retained in the same position on the new contract. If an employee is to be initially certified, the LOGSA PD, AOAP Office will conduct an on-site survey. The certification process will include a review of personnel qualifications and their demonstration of their capability to analyze and evaluate samples in accordance with the provisions in TM 38-301-1. The LOGSA PD, AOAP Manager's representative shall issue an interim letter of personnel certification subsequent to a successful demonstration of capability.

1.2.6.1 Whenever certified evaluators are replaced, the contractor shall submit documentation of certification or a request for certification to the Contracting Officer and obtain certification of the replacement personnel prior to the start date of operations. The certification will be based on the personnel qualifications as specified in Section 1.2.2.1 and the written test and performance capability to analyze and evaluate oil samples in accordance with the provisions of TM 38-301-1 through 4. Whenever certified evaluators are replaced, the LOGSA PD, AOAP shall attest to the certification of the replacement personnel prior to them evaluating oil samples.

1.2.6.2 Laboratory certification shall be accomplished using specified standard criteria developed by the Joint Oil Analysis Program Technical Support Center (JOAP-TSC) in accordance with TM 38-301-1. The LOGSA PD, AOAP will issue an interim letter of laboratory certification based on the availability of certified evaluators and adequate staffing for the projected workload. Full laboratory certification comprises qualifications of personnel, six (6) months correlation average and an on site survey (during the first six (6) months of operation and annually thereafter) by a LOGSA PD, AOAP representative. During the survey, an assessment of facilities and equipment

shall be made and personnel shall demonstrate their capability to analyze and evaluate samples in accordance with the provisions of TM 38-301-1 through 4.

1.3 HOURS OF OPERATION.

1.3.1 NORMAL DUTY HOURS. Operation hours shall be consistent with that of other maintenance activities at Fort Polk, Louisiana, or as directed by the Contracting Officer, and shall provide customer access on a 40 hour, five (5) day per week basis. Currently, normal duty hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, except for Federal Holidays. It could become necessary for the contractor to work additional hours (i.e. split-shift, etc.) to accomplish the estimated annual workload stated herein.

1.3.2 EXCEPTIONS TO NORMAL DUTY HOURS. The contractor shall have qualified personnel on call 24 hours a day, seven (7) days a week, including holidays, during the contract period, to respond to special request analysis (see Emergency Service at paragraph 5.2.3). The Contracting Officer will forward the name(s) and phone number(s) of these personnel to the Staff Duty Officer's (SDO) office for inclusion in their Points of Contact listing (see paragraph 1.9).

1.3.3 OVERTIME. The contractor shall not be reimbursed for any overtime utilized in performance of the contract as a result of equipment failure unless specifically approved in writing by the Contracting Officer. Other overtime requirements deemed necessary by the contractor shall be at contractor's expense.

1.4 QUALITY CONTROL/QUALITY ASSURANCE

1.4.1 QUALITY CONTROL. The contractor shall develop a complete quality control (QC) plan to assure the requirements of the contract are provided as specified. Three (3) copies of the contractor's QC plan shall be provided to the Contracting Officer for approval no later than 15 days after contract award. The contractor shall update this plan as changes occur and provide to the Contracting Officer no later than five (5) days prior to implementing the change. Changes to the approved program must be approved by the Contracting Officer prior to their implementation. The program shall include, but is not limited to the following:

1.4.1.1 An inspection system covering the services stated in the Performance Requirements Summary (PRS) at Attachment II of this contract. It must specify areas to be inspected on either a scheduled or unscheduled basis, and the individual's title that will do the inspection.

1.4.1.2 A method for identifying deficiencies in the quality of services performed before the level of performance is unsatisfactory.

1.4.1.3 A file of all inspections conducted by the contractor and the corrective action taken. This documentation shall be available to the Government upon request during the contract period.

1.4.2 QUALITY ASSURANCE. The Government COR will monitor the contractor's performance using the surveillance methods specified in the Performance Requirement Summary (PRS) at Attachment II of this contract and other processes as may be necessary to ascertain the contractor's compliance with this contract.

1.4.3 PERFORMANCE EVALUATION MEETINGS. The Project Manager, or Alternate, shall meet with the Contracting Officer as requested or directed during the life of this contract. The Project Manager or Alternate may request or initiate meetings with the Contracting Officer. A mutual effort will be made to resolve any problems or problem areas identified.

1.5 SEAT BELTS. All contractor personnel shall wear seat belts while operating either contractor vehicles or privately owned vehicles on the installation.

1.6 ACCESS TO FACILITIES

1.6.1 LOCATION. DOL Maintenance Division, Oil Analysis Laboratory, Bldg 4386, Room A102, 2650 Louisiana Ave, Fort Polk, LA 71459, and telephone number 337-531-1902.

1.6.2 ACCESS TO FACILITIES. The contractor shall provide access to Government-owned, contractor operated facilities for inspection by any agency or individual authorized access by the Contracting Officer. The laboratory will be subject to periodic visits by Government personnel, both military and civilian, and by civilian contractor personnel with a need for the visit. The Contractor shall permit the Contracting Officer or COR access upon request to all records and data used in performance of the contemplated services.

1.7 VISITS. The Government reserves the right to make announced and unannounced visits to the contractor's laboratory for the purpose of assuring compliance with applicable documents, regulations and forms. A representative of the USAMC Logistics Support Activity, the JOAP-TSC, the AOAP Command Monitor, or other representatives authorized by the Contracting Officer will perform periodic visits. All visits concerning the AOAP or the JOAP, other than by the Contracting Officer and COR, will be coordinated through the USAMC Logistics Support Activity, Huntsville, Alabama.

1.8 VISITORS AND INSPECTIONS. The contractor shall verbally notify the Contracting Officer or COR of all visitors or inspectors who wish to visit contractor operated facilities. The contractor shall submit a report to the Contracting Officer of each visit or inspection of Government owned, contractor-operated facilities by representatives of any federal, state, or local agency. The report shall include the name of the agency conducting the inspection, the purpose of the inspection, the inspector's or team leader's name, date of inspection, and copies of all inspection reports and recommendations provided to the contractor. The contractor shall submit the report within two (2) working days following the visit or inspection.

1.9 STAFF DUTY OFFICER. The Government has a designated Staff Duty Officer (SDO) available and on call to handle unforeseen situations and emergencies during non-duty hours, to include weekends and holidays. If it is necessary for the contractor to contact the Contracting Officer during non-duty hours, such contact may be made through the Staff Duty Officer. The Staff Duty Officer will also notify the contractor of emergency service requests.

1.10 BRIEFINGS AND FACILITY TOURS. The contractor shall provide briefings and facility tours on an as required basis, determined by the Contracting Officer. Notification of the requirement shall be given to the contractor in advance by the Contracting Officer. The contractor shall also provide input as required. No contract price adjustment will be made unless an excess of 24 briefings and tours are given during any 12-month performance period. There were four (4) briefings and tours conducted during the period of July 2001 through August 2002.

1.11 FILES. Ability to audit detailed and accurate files shall be maintained by the contractor. Contractor files, logs, correspondence, reports, records and other data established by the contractor in performance of the contract shall be made available within 24 hours notice to any agency or individual authorized access by the Contracting Officer. Files shall be maintained in accordance with AR 25-400-2, the Modern Army Record Keeping System (MARKS). The contractor shall turn these files over to the Government upon termination of the contract.

1.12 LOST AND FOUND PROPERTY. The contractor shall ensure that all personal property found by the contractor employees are turned in to the Security Office.

1.13 SECURITY. The contractor shall be responsible for safeguarding of the facilities and equipment under his control. The contractor shall comply with all security and law enforcement regulations, Army regulations, directives, and Installation Standing Operating Procedures (SOP) to include required Operation Security (OPSEC) training. The contractor shall adhere to Fort Polk Securities Program and AR 190-13, Army Physical Security Program, and Security of Unclassified Army Property, Sensitive and Non-sensitive.

1.13.1 INFORMATION SYSTEM SECURITY PROGRAM. The contractor shall develop, implement, and monitor the Information System Security Program within the AOAP laboratory in accordance with AR 380-19.

1.13.2 COMPUTER SECURITY PROGRAM. Complies with provisions of AR 380-19, AR 380-67, and Public Law 100-235. This compliance includes but is not limited to ensuring that all users of government owned furnished computers or users of contractor owned systems processing government information are investigated under the provisions of AR 380-67. Under the provisions of Public Law 100-235 each federal agency shall provide for mandatory periodic training in computer security awareness. The contractor shall allow the contractor employee to receive initial training consisting of viewing the Department of Defense INFOSEC Awareness CD and annual training as provided by the Information Assurance Officer or person designated by the Contracting Officer. Certain positions not necessarily requiring access to classified information require an investigation “to protect the command against the action of untrustworthy persons”. Section VI of AR 380-67 lists the investigative requirements for such positions. These positions are:

- Positions designated ADP I, ADP II, or ADP III
- Access to restricted areas, sensitive information or equipment
- NAF employees
- Custom Inspectors
- Red Cross/United Services Organizations (USO) personnel
- Persons requiring DOD building passes
- Persons requiring access to chemical agents
- Education and orientation personnel
- Contract guards
- Transportation of arms, ammunition, and explosives
- Foreign national employees overseas
- Officials authorized to issue security clearances
- Officials authorized to adjudicate security clearance
- Special agents and investigative support personnel

The investigation shall be conducted by the Office of Personnel Management (OPM) and must be requested using the Electronic Personnel Security Questionnaire (EPSQ). The contractor shall be responsible for providing the EPSQ for his personnel. This software program in both the Security Office Version and the Subject Version can be downloaded from the DSS web site at www.dss.mil. The employee is responsible for completing his/her own investigation form on the Subject Version and the contractor is then responsible for completing the Agency Use Form. The Agency Use Forms for SF85P and SF 85 will be provided by the Contracting Officer. Those blocks marked with an asterisk(*) must be completed. The contractor shall designate in writing a person authorized to sign the Agency Use Form as the Requesting Official. A copy of this designation shall be provided to the Installation Security Office. The employee must complete SF85P for non-critical sensitive positions or SF 85 for non-sensitive position. The contractor shall be responsible for delivering the completed investigation packet to the Installation Security Office in Building 1714. The packet shall include a signed paper copy of the SF 85P or SF 85, the Agency Use Form, and a completed fingerprint card, FD 258. The Installation Security Office shall mail the completed forms to the Office of Personnel Management. Upon completion of the investigation, the results shall be returned to the Installation Security Office for adjudication. The Installation Security Office shall notify the contractor, by letter, of the determination. The adjudication guidelines can be found in AR 380-67, Appendix I and apply to all personnel to determine “eligibility for appointment to or retention in sensitive duties”.

Force Protection, DOD Directive 0200.12 with Changes 1 and 2, DOD Combating Terrorism Program: As applicable, the contractor shall ensure all employees associated with this contract are informed of the threat and of all appropriate security precautions designed to reduce their vulnerability to threat attacks prior to traveling outside the 50 United States, its territories, and possessions. As applicable the Contracting Officer (CO) shall ensure all contractor employees associated with this contract receive annual anti-terrorism awareness and receive an Area of Responsibility update within two months of traveling OCONUS. The Contracting Officer shall maintain a memorandum for record documenting the employee’s training. Additionally, family members may receive similar training prior to traveling outside the 50 United States, its territories, and possessions. The contractor shall allow employees time to receive this training. The annual training shall take approximately two hours and the Area of

Responsibility update shall take approximately five hours. The above training shall be conducted at no additional cost to the Government.

1.13.3 KEY AND LOCK CONTROL.

1.13.3.1 The contractor shall comply with key and lock control procedures contained in Directorate of Logistic (DOL) Maintenance Division SOP, Key and Lock Control, and Appendix D of AR 190-51, Security of Unclassified Army Property, Sensitive & Non-sensitive. The contractor shall establish adequate methods to ensure all keys issued to the contractor by the Government are not lost, misplaced, duplicated, or used by unauthorized persons. Procedures to be used by the contractor shall be approved by the Contracting Officer. All keys required for satisfactory performance of this contract will be provided by the Government and shall not be duplicated without written authorization from the Contracting Officer.

1.13.3.2 The contractor shall be responsible for all keys lost by the contractor or his employees. If keys are lost or duplicated by the contractor or his employees; and in the opinion of the Government, it is necessary to replace or recode the locks for security reasons, the contractor shall pay the direct cost of such replacement or recoring. The contractor shall verbally report the loss or duplication of a key immediately to the COR. A follow up written report of lost or compromised key(s) shall be submitted by the contractor to the Contracting Officer not later than the first working day following the discovery.

1.13.3.3 The contractor shall maintain a key control register in accordance with AR 190-51. Key control registers shall be retained for one (1) year, or until the end of the current contract, whichever comes first. At this time, they shall be turned over to the Unit Security Officer for proper disposition. The contractor shall maintain a list of these individuals authorized to sign for keys.

1.13.3.4 CLASSIFIED DOCUMENTS. The contractor shall provide custody and security for any classified documents required for contract performance and placed under contractor control. The contractor shall immediately inform the Contracting Officer or designated representative of the discovery of any classified documents or classified material not specifically placed under contractor control. The contractor shall, at all times, safeguard such material and shall comply with DOD 5220-22-M, Industrial Security Manual for Safeguarding Classified Information, and AR 380-5, Department of the Army Information Security Program. Classified documents in the custody of the contractor will be inventoried and controlled by the Unit Security Officer.

1.14 SAFETY/SECURITY INSPECTION. The Government reserves the right to conduct unannounced security and safety inspections at any time on the Government's equipment and facilities as required by the Contracting Officer or their designated representative. The contractor shall comply with all applicable regulations and supplements in order to provide for proper security and safety controls.

1.15 ATTENDANCE AT MEETINGS AND CONFERENCES. When determined necessary by the LOGSA PD, AOAP, contractor personnel shall attend meetings, conferences, and seminars relative to the AOAP, participate in liaison visits, Oil Analysis Program Briefings, Oil Analysis Program Laboratory Chiefs conferences, and other AOAP meetings as required by LOGSA PD AOAP. Travel shall be performed on a contract reimbursable basis for the traveler at the expense of the Government, as directed by the Contracting Officer. All travel shall conform with Joint Travel Regulations (JTR) in respect to transportation, billeting and per diem. Contractor personnel shall be required to attend approximately two (2) such meetings per year. The contractor is required to continue laboratory operations during any period of absence due to attendance at meetings.

1.16 DISRUPTION OF CONTRACTOR WORK SCHEDULE. The contractor shall immediately notify the Contracting Officer or COR by telephone or in person and follow up with a memorandum in writing to the Contracting Officer within one (1) working day, when Government activities or personnel are hindering execution of contractor work efforts.

1.17 CONTRACTOR AREA MAINTENANCE. The contractor shall maintain all facilities used in the performance of this contract in a clean, orderly, and sanitary condition. The premises shall be free of all waste material and

rubbish resulting from daily work. The contractor shall dispose of waste oil products in containers provided by the Government outside the working area. The Government will pick up accumulated waste oil products on a regular basis. The work facilities in the first sentence of this paragraph are defined as any of the following;

1.17.1 An area occupied by the contractor for use in performance of the contract, for example, administrative office space for the contractor.

1.17.2 An area in which the contractor performs a function of the contract, such as a contractor operated Laboratory.

1.18 EMPLOYMENT OF ALIENS. The contractor shall not employ any alien who does not possess a valid US Immigration and Naturalization Service Alien Registration Card.

1.19 RECORD CHECK. The Government may perform a records check on contractor employees. The contractor shall not allow employees to perform duties under this contract if, in the opinion of the Contracting Officer, a records check reveals sufficient derogatory information to consider an employee unfit for work on a military installation.

1.20 USE OF DRUGS/ALCOHOL. The contractor shall not allow any employee who is under the influence of alcohol or incapacitating drugs to perform work. The contractor shall not be relieved of responsibility for providing services required by the terms of this contract because an employee is under the influence of alcohol or drugs.

1.21 PARKING. Contractor personnel shall park privately owned vehicles (POV) only in areas designated for POV parking. The contractor shall encourage the use of employee car pools.

1.22 MILITARY COURTESY. Contractor personnel shall observe the same military courtesies as civilian employees of the Government, as specified in AR 600-25, (e.g. standing retreat). Training shall be provided as a part of employee orientation.

1.23 GATE CONTROL. Unscheduled gate closures by the Military Police may occur at any time and personnel entering or exiting the installation may experience a delay. POVs are subject to search upon entry, exit, and at all times while on the installation. Refusal to comply with a military police request to search POVs could result in access to the installation being denied. Delays in leaving or entering the installation due to gate closures or vehicle searches shall not be compensated for in any form by the Government.

1.24 GENERAL ADMINISTRATIVE MATTERS.

1.24.1 FORMS. The contractor shall complete all Government forms in accordance with applicable regulations.

1.24.2 PUBLICATIONS. A list of publications applicable to this contract is located at Section 6. This list is not all-inclusive and is subject to change.

1.24.2.1 The contractor shall review the existing DA Form 12 series and FORSCOM Form 12-R and complete a new set of these forms. Contractors must also prepare a DA Form 4790-R IAW DA PAM 25-33. The contractor shall annotate the forms with the required quantities of publications. The contractor shall submit three (3) copies of the forms to the Contracting Officer not later than 30 working days after performance start date. Preparation of the DA Form 12 series, DA Form 4790-R, and FORSCOM Form 12-R will establish the contractor a pinpoint account resulting in the contractor receiving automatic distribution of future changes.

1.24.2.2 To request FORSCOM, JRTC & Fort Polk, and other publications, the contractor shall, within 10 workdays after performance start date, provide the Contracting Officer with the following documents:

1.24.2.2.1 A letter appointing the contractor's publication officer. This shall be the same person who submitted the DA 12 Series Form and shall be responsible for administering the publications program.

1.24.2.2.2 DD Form 577 (Signature Card). Two (2) copies of DD Form 577 for each contract employee (maximum of 2) authorized to request and receive blank forms and publications from the Fort Polk US Army Information System Command Publications Center.

1.24.3 MAIL. Contractor for oil lab at Fort Polk may be required to pick up oil samples and other mail pertinent to the oil lab from the Fort Polk DOIM post office.

1.25 INSTALLATION PROGRAMS

1.25.1 ENERGY CONSERVATION PROGRAM.

1.25.1.1 The contractor shall actively participate in the Fort Polk Energy Conservation Program and assist in meeting energy usage reduction by following the Installation Energy Conservation Plan.

1.25.1.2 The contractor shall train his personnel in energy conservation measures and encourage the turning off of unneeded equipment and utilities.

1.25.1.3 The contractor shall comply with AR 11-27, Army Energy Program, and the published rules and regulations issued the US Department of Energy (DOE), CFR 490, Emergency Building Temperature Restrictions, unless otherwise directed by the Contracting Officer or designated representative.

1.25.1.4 The contractor shall appoint Energy Monitors for each Government Furnished Facility (GFF) used by the contractor. The Energy Monitors shall monitor energy usage and check GFF for energy violations.

1.25.2 CONTINGENCY PLAN. The contractor shall comply with the requirements of the Fort Polk Disaster Control Plan and Civil Disturbance Plan. The contractor shall maintain throughout the life of the contract a contingency plan. This contingency plan shall be submitted to the Contracting Officer for review and approval within ten (10) days of contract award. The contingency plan shall, as a minimum, set forth in detail his method of complying with and supporting the following:

1.25.2.1 The contractor shall meet response times and provide required resources to meet the requirement of the Fort Polk Disaster Control and Civil Disturbance Plans.

1.25.2.2 The contractor shall provide data, input, and services during the planning, preparation, and implementation of the above plans within the time frames established by the Government.

1.25.2.3 The contractor shall respond to and support exercises and tests of these plans to include training of appropriate support teams necessary to meet all emergencies.

1.25.2.4 The contractor shall provide the same or additional performance under the contract during labor strikes.

1.25.2.5 In the case of an emergency other than a strike or slowdown by the contractor employees that effects contractor performance, the contractor shall promptly take whatever measures are needed to meet any new demands placed on him. Such demands may require an increase in contractor-furnished property as well as extended hours and possible expansion of the contractor work force. An equitable adjustment to the contract will be made for the cost of responding to implementation of these plans.

1.25.3 ENVIRONMENTAL PROGRAM.

1.25.3.1 The contractor shall comply with provisions of AR 200-1, Command Policy Memorandum #L-15, and federal, state, and local laws, regulations, and standards pertaining to the environment. All environmental protection matters shall be coordinated with the Contracting Officer. Citations against the Government facilities operated by the contractor for noncompliance with safety/environmental standards are a matter for resolution between the

Commander and the issuing office or State of Louisiana regulatory authorities. The contractor shall report all citations and meetings to the Contracting Officer.

1.25.3.2 The Fort Polk Environmental Coordinator and/or federal, state, and local officials may inspect any facility operated by the contractor on an unannounced basis. Access for inspection shall be granted at any time.

1.25.3.3 The contractor shall fully indemnify, hold harmless, and defend the Government from and against any and all claims, demands, actions, liabilities and citations, of whatever nature and source, brought against the Installation/Government for noncompliance with or variance from environmental standards arising from facilities or operations maintained and/or operated by the contractor. If the Government is fined or suffers loss from the operation of said facilities, the Government has the option of deducting the fine, penalty, and/or loss from the payment due to the contractor. When it is determined that contractor operation of the facility is directly attributable to noncompliance or variance from the environmental standard, failure to reach an agreement as to fault will be resolved via the contract clause entitled, "Disputes". Corrective measures shall be taken by the contractor at no additional cost to the Government to ensure that said facilities and/or operations are brought into compliance with environmental standards.

1.25.4 Safety and Accident Prevention Program. The contractor shall establish, implement, and maintain a safety program for preventing accidents and preserving the life and health of contractor personnel and Government personnel coming in contact with the performance of the contract or confines of buildings in which the contract is performed. The contractor's safety program shall meet the requirements of AR 385-10, Fort Polk Supplement to AR 385-10. This safety program shall be submitted to the Contracting Officer for review and approval within ten (10) days of contract award. As a minimum, the safety program shall include provisions for:

1.25.4.1 Reporting accidents and injuries to the Contracting Officer in accordance with AR 385-40.

1.25.4.2 Maintaining reports on accidents, safety inspections and investigations.

1.25.4.3 Complying with OSHA requirements.

1.25.4.4 Inspecting and surveying the contractor's work areas for potential safety problems on a monthly basis.

1.25.4.5 Furnishing contractor personnel protective equipment and safety devices.

1.25.4.6 Providing safety training to contractor personnel to include but not be limited to, the following areas: alcohol and drug abuse, on-the-job safety, and preventative safety programs.

1.25.5 FIRE PREVENTION. The contractor shall establish and maintain a comprehensive fire prevention program in accordance with Fort Polk Fire Prevention Control. This fire prevention program shall be submitted to the Contracting Officer for review and approval within ten (10) days of contract award. The contractor shall inspect all Government-furnished facilities monthly or quarterly in accordance with AR 420-90, Fire Protection and JRTC and Fort Polk Regulation 420-5, using DA Form 5381-R, Building Fire Inspection, as a checklist. The contractor shall complete and submit the form to the Fire Chief after each inspection.

1.25.6 HAZARDOUS WASTE CONTROL

1.25.6.1 The contractor shall develop an Environmental and Hazardous Waste Management Plan that adequately addresses all aspects of the environmental and hazardous waste issues controlled by federal, state, Army and/or local regulations, directives, letters of instruction, or other written documents specified elsewhere in this contract. One copy of the contractor's Environmental and Hazardous Waste Management Plan shall be provided to the Contracting Officer for approval not later than thirty (30) days after contract award.

1.25.6.2 Hazardous materials are identified and listed in CFR 40, parts 260 and 261. The contractor shall handle and store hazardous materials in accordance with AR 200-1 and Fort Polk Supplement thereto. All hazardous materials will be disposed of by Fort Polk.

1.25.6.3 The contractor shall adhere to the DOL Maintenance Spill Contingency Plan which shall detail all actions and emergency procedures to be taken in the event of spillage. Personnel to be notified, reports to be submitted, actions to be taken, and timetables to be followed are examples of items, which are included in the plan.

1.26 TRANSITION PHASE.

1.26.1 There will be a phase-in transition period commencing approximately one (1) week prior to the contract start date and a phase-out transition period commencing one (1) week prior to the end of the contract period.

1.26.2 The contractor shall develop as a part of the transition phase plan, a phase plan, and a phase-in portion to reflect methods and procedures the contractor will use to become fully operational on the effective date of the contract. This phase plan shall be submitted to the Contracting Officer for review and approval within ten (10) days of contract award. The phase-in plan shall include:

1.26.2.1 Phase-In and Training. Details as to how the contractor proposes to use the phase-in period to mobilize, train, observe and otherwise prepare to assume full operations and complete contract responsibility.

1.26.2.2 Staffing. Proposed initial staffing, how it will be increased during the phase-in period and when full manning level will be obtained. Personnel phase-in time, functional area, and labor category will be specified.

1.26.2.3 Procedures. Description of the approach to develop and disseminate operational instructions, procedures, and control directives, in preparation for assumption of all responsibilities.

1.26.2.4 Recruitment. Description of employee recruitment approach, bearing in mind the Government's regulation concerning conflict of interest.

1.26.3 Phase-In Team. During the phase-in period, the contractor shall be required to bring a phase-in team on board. The contractor's phase-in team shall not be permitted to disrupt Government operations. The contractor's plan shall include methods and procedures required to learn systems and generally how the installation functions; also, what support the contractor expects from the Government, unless specifically requested by the contractor, at the contractor's expense. There will be no Government augmentation team to provide any formal training or on-the-job training during the transition phase or after contract award.

1.26.4 Phase-In/Out Exemption: Phase-In/Phase-Out periods shall not be required if the contractor awarded the new contract retains the incumbent Project Manager, Alternate Project Manager, and other employees in their incumbent positions.

1.26.5 Inventory and Condition Determination. The contractor and Government representatives shall jointly review inventories of all real property and equipment involved in the contract; determine the condition of such real property and equipment; and certify as to the condition of said inventoried items. The contractor shall, as part of the transition plan, prepare procedures for documenting the condition of the real property and equipment operated and/or maintained by the contractor. This plan is necessary for coordination and interfacing between the Government and contractor and shall include personnel requirements for making inspections and determining equipment conditions prior to the effective date of the contract.

DEFINITIONS AND BREVITY CODES

2.1 DEFINITIONS. As used throughout the contract or in material referenced in the contract the following terms shall have the meaning set forth below.

2.1.1 Acceptable Quality Level (AQL). A form of sampling used to determine a course of action. A procedure that gives a specified risk of accepting lots of given quality. The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average. The allowable variance from the standard before the Government will reject the specific service. An AQL does not say that the contractor may knowingly offer defective service. It acknowledges that the Government recognized that defective performance sometimes happens unintentionally.

2.1.2 Alteration. The work required to adjust interior arrangement or other physical characteristics of an existing facility or relocation within an installation, so that it may be more effectively adapted to or utilized for its currently designated functional purposes; includes equipment installed in and made part of an existing facility. Additions, expansions, and extensions are not included in alterations. These elements are minor construction.

2.1.3 Army Oil Analysis Program (AOAP). A coordinated Army-wide effort to detect impending equipment component failures through analytical evaluation of oil samples.

2.1.4 As Directed. "As directed", "as required", "as permitted", "approval", "acceptance" or words of similar intent are used when direction, permission, approval or acceptance of the Government is intended unless otherwise stated.

2.1.5 Backlog. Backlog is defined as all requests received and not completed.

2.1.6 Certification. The process of evaluating and validating oil analysis laboratory equipment and personnel capability to perform oil analysis services in accordance with TM 38-301-1.

2.1.7 Contract Discrepancy Report (CDR). A formal report initiated by the Contracting Officer and completed by the contractor, that is issued to the contractor for non-performance, and whenever his overall performance, as determined by the AQL, is unsatisfactory. The CDR requires the contractor to explain, in writing, why performance was unsatisfactory; how performance was unsatisfactory; how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

2.1.8 Contracting Officer (KO). A person duly appointed with the authority to enter into and administer and/or terminate contracts on behalf of the Government.

2.1.9 Contracting Officer's Representative (COR). An authorized representative of the Contracting Officer appointed in writing to perform specific contract administration functions.

2.1.10 Contractor. One who contracts or is party to a contract. The term refers to both the prime contractor and any sub-contractors.

2.1.11 Contractor's Representative. A contractor employee physically on site with full authority to contractually commit the contractor on all matters pertaining to contract performance and administration.

2.1.12 Correlation Samples. A test sample prepared for monitoring the accuracy and analytical capability of a laboratory.

2.1.13 Corrosive Material. A material that has such properties as acidity or alkalinity and would tend to weaken or cause deterioration of a common construction material.

2.1.14 Customer. Any agency, organization, or activity authorized to submit samples to and receive oil analysis services from oil analysis laboratories.

2.1.15 Defect. A defect is composed of one or more documented deficiencies. The number of defects, not deficiencies, is used to determine unsatisfactory contractor performance. A defect, may be caused by either poor performance or nonconformance.

2.1.16 Defect rate. The ratio of the number of defects documented to the total number of required occurrences for a specified period of time given contract requirement. Defect rates can be determined with certainty when each and every occurrence is evaluated. However, rates may be accurately estimated by evaluations based on random sampling.

2.1.17 Emergency Service. The service required for grounded aircraft or transient aircraft in need of priority testing as a result of a chip light indication or other suspected malfunction. Combat vehicles, which have previously been issued "do not operate" recommendations by the lab, may also be classified for emergency service. This service may or may not be required after duty hours.

2.1.18 Environmental Coordinator. An environmental engineer with responsibility for planning and coordinating the installation environmental program to ensure compliance with all applicable environmental laws.

2.1.19 Equipment. All tangible items, except real property, which are used in an operation or activity.

2.1.20 Evaluation. The process of comparing observed performance to an established standard. Various techniques are used in the evaluation process including inspection, testing, physical measurements, review of records, and validation of complaints.

2.1.21 Evaluation Criteria. Factors, including quantitative expressions of wear metals, against which the results of an oil analysis are compared to determine the condition of a component and the necessity for recommending corrective action.

2.1.22 Excess Samples. All samples over 300 received in one day.

2.1.23 Ferrograph. A technique in which wear debris and containment particles are separated from a lubricant and arranged according to size on a transparent substrate for analysis.

2.1.24 Facility. A building, structure, or real property that is built, installed, or improved to serve a particular purpose, such as a laboratory.

2.1.25 Fire Protection. Includes all aspects of engineering, prevention, suppression, and related rescue operation.

2.1.26 Government. The United States Government, the Department of Defense, the Department of the Army, and the term used to refer to the officials or their designated representative(s) who enter into and administer contracts.

2.1.27 Government Furnished Equipment (GFE). Government-owned equipment provided to the contractor for use in fulfilling the terms of the contract only, maintained by the contractor and returned to the Government at contract conclusion/termination in the same condition received, less normal wear.

2.1.28 Government Furnished Facilities (GFF). Real property in possession of or acquired directly by the Government and subsequently provided to the contractor at no cost.

2.1.29 Government Furnished Materials (GFM). Parts, supplies and equipment used to provide services and maintain equipment used in conjunction with those services. The material is purchased and owned by the Government and provided to the contractor at no cost.

2.1.30 Government Furnished Property (GFP). Property in the possession of or directly acquired by the Government and subsequently made available to the contractor. GFP includes Government Furnished Equipment, Facilities and Materials at Attachment III.

2.1.31 Hazardous Material. A material which is capable of posing an unreasonable risk to health, safety, or property and is resalable or recyclable.

2.1.32 Hazardous Waste. A hazardous material that has no recyclable value and must be disposed of. Waste materials that are toxic or poisonous, corrosive, irritating or sensitizing, radio-active, biologically infectious, explosive or flammable, and that a significant hazard to human health and environment. Special handling procedures and facilities are required for their disposal.

2.1.33 Ignitable Material. A material that is a potential fire hazard.

2.1.34 Installation. All Government-owned property including non-appropriated funds property at Fort Polk, Louisiana.

2.1.35 Joint Oil Analysis Program (JOAP). A coordinated effort by the Army, Navy, and Air Force to develop a standard program to determine equipment wear and oil condition through the use of oil analysis.

2.1.36 Joint Oil Analysis Program Technical Support Center (JOAP-TSC). A jointly staffed organization composed of technical representatives from each service providing technical support for the Army, Navy and Air Force oil analysis programs.

2.1.37 Maintenance. The term maintenance, as used throughout this contract, includes all forms of upkeep and/or preservation of Government Property. Maintenance includes that effort required to keep those areas, facilities, or other Government property (defined herein as the contractor's responsibility) in a state equal to or better than existing at the time of award of contract, or to improve those within the scope specified.

2.1.38 Material. Consists of all tangible items (excluding real property installed equipment and utilities system) necessary to equip, operate, maintain, and support military activities without distinction as to application for administrative or combat purpose.

2.1.39 OASIS. The computer program designed to allow and maintain data inputs and outputs concerning the Army Oil Analysis Program.

2.1.40 Official Mail. Addressed material in the custody of the United States Postal system pertaining to the business of the United States Government, regardless of how postage is paid.
In the absence of Government personnel the Contractor Project Manager shall pickup oil samples only.

2.1.41 Oil Analysis. A method for detecting impending equipment component failures and determining lubricant condition through on-line and laboratory evaluation of oil and grease samples. It includes proper application of spectrometric, microscopic, cerrographic, and physical property analysis techniques.

2.1.42 Performance Work Statement (PWS). A document that accurately describes the technical and other essential requirements for items, materials, or services, including the standards used to determine whether the requirements have been met.

2.1.43 Physical Property Tests. Analytical tests conducted on used oil to detect oil property changes caused by equipment conditions or maintenance practices. These tests are also used to determine useful oil life or oil drain intervals.

2.1.44 Physical Security. That part of security concerned with the physical measures designated to safeguard personnel; to prevent unauthorized access to equipment, facilities, materials, and documents; and to safeguard them against espionage, sabotage, damage and theft.

2.1.45 Program Director, Army Oil Analysis Program (PD AOAP). A department of the Army designated activity serving as the executive agent for management of the Army Oil Analysis Program.

2.1.46 Population (Lot). A collection of service outputs from which a sample is to be drawn and inspected to determine conformance with a standard.

2.1.47 Population (Size). The number of service output in a lot.

2.1.48 Preventive Maintenance. Those actions that detect and correct deficiencies in order that safety hazards, major repairs, and complete failures are reduced to a minimum. Preventive maintenance may be scheduled or unscheduled.

2.1.49 Project Manager. An individual designated in writing by the contractor who shall coordinate between the Government Contracting Officer staff and the contractor's personnel and make decisions on behalf of the contractor.

2.1.50 Property. The term "Government Property", "Army Property", and "Property" include all property under the control of the Department of the Army, except property accounted for and owned by a non-appropriated fund activity (AR 215-1, Administration of Army Morale, Welfare, and Recreation Activities and Non-appropriated Funds).

2.1.51 Property Accountability. The basic obligation of accounting for property.

2.1.52 Quality Assurance. Oversight of contract quality control and compliance with contract requirements.

2.1.53 Quality Assurance Guide. A section of the Quality Assurance Plan. It provides guidance to the COR with respect to applications of Quality Assurances Plan.

2.1.54 Quality Assurance (QA) Plan. Used by the COR, it provides the methodology for oversight of key contract elements.

2.1.55 Quality control. Conformance to contract requirements, specifications, and drawings.

2.1.56 Random Number Table. A table of randomly selected numbers arranged in rows and columns.

2.1.57 Reactive Material. A material that is normally unstable or may endanger life or property in the presence of other substances.

2.1.58 Real Property. A separate and individual building structure, utility system, road, railroad, parking lot, or other real property improvement.

2.1.59 Response Time. The elapsed working hours from the time that an analysis request is received and the time that the results are furnished to the customer.

2.1.60 Safety Deficiency. Defects in equipment that, if not corrected, could cause personal injury or death and destruction of property.

2.1.61 Safety Equipment. Equipment used for employee protection. Examples: boots, gloves and respirators.

2.1.62 Sample. A sample consists of one or more service outputs drawn from a population. The number of outputs in the sample is the sample size.

2.1.63 Spectrometric Oil Analysis. A method of determining the concentration of various chemical elements in an oil sample by means of emission or absorption spectroscopy, primarily to detect the presence of abnormal amounts of wear metals in the sample to indicate the potential failure of components containing those metals.

2.1.64 Spectrometric Calibration Standard. A high purity oil containing precisely controlled quantities of specified metallic elements, with controlled viscosity and minimum flash point calibrating and standardizing spectrometers.

2.1.65 Supplies. The term "supplies" means all property except land. It includes facilities, equipment, machine tools, parts and accessories thereto and the alteration or installation of any of the foregoing.

2.1.66 Surveillance. The process of monitoring, either by direct observation, records, or developed from other information sources.

2.1.67 Surveillance Plan. An organized written document used by the Government for quality assurance surveillance. The document contains a sampling guide and checklists.

2.1.68 Toxic Material. A material that, by its chemical, biological, or radiological properties, has the potential to endanger human health or other living organisms by mean of acute or chronic adverse effects.

2.1.69 Turnaround Time. The interval from the time the oil sample is taken until the time the recommendation is reported to the submitting activity.

2.1.70 Turn-In Chemical. Any chemical that is out of date, contaminated, in excess or has rusted or corroded containers and cannot be stored safely at the organization level.

2.1.71 Uneconomically Repairable Item. Any component or end item for which repair cost would exceed the maximum permissible expenditure limit for repair as prescribed in official Department of the Army maintenance publications.

2.1.72 Unscheduled Inspection. Impromptu evaluations without a preplanned schedule.

2.2 BREVITY CODES. As used throughout the contract or in material referenced in the contract, the following abbreviations refer to the corresponding terms set forth below.

2.2.1 AIS - Automated Information System

2.2.2 AOAP - Army Oil Analysis Program

2.2.3 AR - Army Regulation

2.2.4 ASAP - As soon as possible

2.2.5 AQL - Acceptable Quality Level

2.2.6 CDR - Contractor Discrepancy Report

2.2.7 COCO - Contractor Owned Contractor Operated

2.2.8 COR - Contracting Officers Representative

2.2.9 DA - Department of The Army

2.2.10 DA-PAM - Department of the Army Pamphlet

2.2.11 DOD - Department of Defense

2.2.12 DOE - Department of Energy

2.2.13 DOL - Directorate of Logistics

2.2.14 FTIR – Fourier Transformer Infrared

- 2.2.15 FORSCOM - Forces Command
- 2.2.16 FY - Fiscal Year
- 2.2.17 GFE - Government Furnished Equipment
- 2.2.18 GFF - Government Furnished Facility
- 2.2.19 GFM - Government Furnished Materials
- 2.2.20 GFP - Government Furnished Property
- 2.2.21 IAO - Information Assurance Officer
- 2.2.22 JOAP - Joint Oil Analysis Program
- 2.2.23 JOAP-TSC - Joint Oil Analysis Program Technical Support Center
- 2.2.24 JRTC - Joint Readiness Training Center
- 2.2.25 JTR - Joint Travel Regulations
- 2.2.26 KO - Contracting Officer
- 2.2.27 LOGSA - Logistics Support Agency
- 2.2.28 MARKS - Modern Army Record Keeping System
- 2.2.29 MACOM - Material Command
- 2.2.30 OASIS – Oil Analysis Standard Interservice System
- 2.2.31 OSHA - Occupational Safety & Health Administration
- 2.2.32 OPSEC - Operations Security
- 2.2.33 PD - Program Director
- 2.2.34 POC - Point of Contact
- 2.2.35 POV - Privately Owned Vehicle
- 2.2.36 PRS - Performance Requirements Summary
- 2.2.37 PWS - Performance Work Statement
- 2.2.38 QA - Quality Assurance
- 2.2.39 QC - Quality Control
- 2.2.40 QI - Quality Index
- 2.2.41 Reserved

2.2.42 SDO - Staff Duty Officer

2.2.43 SOP - Standing Operating Procedures

2.2.44 TB - Technical Bulletin

2.2.45 TEC - Table Equipment Code

2.2.46 TI - Technical Information

2.2.47 TM - Technical Manual

2.2.48 TO - Technical Order

2.2.49 TSC - Technical Support Center

2.2.50 USAMC - U.S. Army Material Command

GOVERNMENT FURNISHED PROPERTY & SERVICES

3.1 FACILITIES. The Government will furnish to the contractor-designated space in building 4386 to be used in connection with the performance of this contract.

3.1.1 The contractor shall not make any alterations to the facility except with the written permission of the Contracting Officer.

3.1.2 The contractor shall notify the Contracting Officer or COR when maintenance is required on real property. The Government will provide maintenance attributable to fair wear and tear at no cost to the contractor. The contractor shall reimburse the Government for repairs that are not attributable to fair wear and tear.

3.1.3 At the time of contract completion or termination, the contractor shall restore the premises at the contractor's expense to the condition in which received, except as approved in writing by the Contracting Officer, and vacate such building space.

3.2 EQUIPMENT/ACCESSORIES. The Government shall furnish the contractor equipment and accessories listed in Attachment III, for use only in the performance of this contract.

3.2.1 The contractor shall maintain Government-furnished property and equipment in a clean, safe and serviceable operating condition.

3.2.2 The contractor shall make no alterations to any equipment or accessories without the written permission of the Contracting Officer.

3.2.3 Equipment Replacement. The Government will replace equipment and tools that the Government deems uneconomical to operate or repair during the contract period. The contractor shall notify the Contracting Officer of finding such equipment before taking any action for repairs or replacement of such equipment. The contractor shall replace or repair Government equipment lost, damaged or destroyed, through the contractor's negligence, in accordance with AR 735-1.

3.2.4 Equipment Maintenance.

3.2.4.1 Office Equipment. The Government will provide, or coordinate for, required maintenance and repairs on office equipment. This may include warranty maintenance and one-time requests for repairs or service. The contractor shall notify the DOL Maintenance Division Representative whenever repairs or services are required. The contractor shall not personally contact a commercial repair service for the repair or servicing of this equipment.

3.2.4.2 Spectrometer, Viscometer, Ferrograph and Other. The Government will provide the contractor maintenance for the spectrometer, viscometer, and Ferrograph not covered in Section 4, paragraph 4.5. The contractor shall inform the Contracting Officer or COR and the LOGSA PD, AOAP within 30 minutes after determination is made that these instruments are inoperative and are beyond the repair capability of the operator/organizational level maintenance. If it is determined that the laboratory instruments will be inoperative for a period in excess of 24 hours, the LOGSA PD, AOAP will make a decision regarding disposition of samples on hand. The Government will provide to the contractor maintenance support for all other equipment. The contractor shall inform the Contracting Officer or designated representative whenever repairs are necessary.

3.3 GOVERNMENT FURNISHED MATERIAL (GFM). Supplies and materials. The Government will provide all necessary supplies, materials, standard US Army and Government forms and Equipment (except vehicles) required for the contractor's operation of the laboratory. The contractor shall have the responsibility for determining and submitting supply and material requirements with proper justification and documentation 45 days in advance of the date required to DOL Maintenance Administration Division who will obtain and supply such supplies and materials to the contractor prior to the required date at no cost to the contractor. The contractor, upon notification, will pick up supplies, parts, materials, etc., from designated area of building. The contractor shall comply with regulatory and policy guidelines pertaining to stocks and obtaining supplies.

3.3.1 Inventory of Government Furnished Property. No later than five (5) days prior to contract commencement date, the contractor and the Contracting Officer or designated representative shall conduct a joint inventory and the contractor shall receipt for all non-expendable Government furnished property. The contractor and DOL Maintenance Division representative shall jointly determine the working order of all Government furnished equipment. The Government will repair or replace items not in working order at the time of inventory or will reimburse for such repairs accomplished by the contractor with prior approval of the Contracting Officer. The contractor and Government representative shall certify this agreement on working discrepancies. If the contractor did not participate in the inventory, the contractor shall accept the list and condition of equipment as indicated by the Government.

3.3.1.1 A joint inventory of Government furnished property will be conducted not later than 30 September of each year, upon the completion, extension, or termination of this contract, and at other times requested by the Contracting Officer.

3.3.1.2 In addition to Solicitation Clause 252.245-7001 Reporting of Government Property, it is preferable that the DD Form 1662 report be entered electronically at the DOD Property Website:
<http://amsaa.ria.army.mil/IB/govprop/index.html>.

3.3.2 The Government will provide one (1) complete set of publications identified in Section 6.

3.3.3 GFM Turn-In. The contractor shall turn in unserviceable and excess GFM, with the Contracting Officers Representative's approval, in accordance with DA PAM 710-2-1. The contractor shall not salvage any GFM.

3.4 RELATED SERVICES. The Government will furnish the following related services to the contractor, except as otherwise stated:

3.4.1 Telephone. Class A (AUTOVON) and Class C telephone service for Official Use Only. the contractor shall be charged for telephone calls the Contracting Officer determines were made for other than official business.

3.4.2 Utilities to include: electricity, water, heating, cooling, and sewage collection. The contractor shall comply with the Energy Conservation Program in paragraph 1.25.1.

3.4.3 Waste and Refuse Pickup. The Government will pick up refuse in designated containers. The contractor shall collect hazardous waste in accordance with paragraphs 1.17 and 1.25.6 and notify the DOL Maintenance Division for pickup.

3.4.4 Fire Prevention and Protection. The Government will provide and test fire sprinkler and alarm systems where installed, provide and recharge fire extinguishers and provide training in their use. The Government will respond to all fire alarms and chemical spills.

3.4.5 Postal Services for Official Business. Official mail will be picked up from and delivered to the contractor, including inter and intra (Fort Polk) mail, except the contractor shall assist in the pickup and delivery of bulk mail.

CONTRACTOR FURNISHED PROPERTY& SERVICES

4.1 GENERAL. With the exception of items specifically identified as Government Furnished in Section 3, the contractor shall furnish all materials, supplies, tools, labor, services, and equipment required to perform this contract.

4.2 Contractor-Owned Contractor-Operated (COCO) Vehicles. The contractor shall provide all vehicles required for this contract.

4.3 Safety Equipment. The contractor shall provide personnel protective equipment, clothing, and safety devices.

4.4 Facilities Clean-up. The contractor shall leave the work area free of all debris at the end of each workday. The contractor shall ensure that the following housekeeping requirements are accomplished in the AOAP laboratory.

4.4.1 Work tables and equipment shall be cleaned at the end of each work day.

4.4.2 Garbage and trash cans shall be emptied into the nearest refuse container prior to closing hours of each day.

4.4.3 Waste oil products shall be disposed of in containers provided by the Government outside the working area at the end of each workday.

4.4.4 General cleaning includes: cleaning restrooms, dusting weekly, mopping and waxing floor.

4.5 Spectrometer Maintenance. The contractor shall perform operator maintenance on spectrometer in accordance with applicable publications. This shall include, but not be limited to, periodic inspection, maintenance, lubrication, and cleaning of sample stand and mercury lamp; replacement and/or cleaning of air filters, and replacement of numerical indicator electron tubes and mercury lamp.

SPECIFIC TASKS

5.1 GENERAL. The contractor shall perform all services in accordance with specifications and procedures contained within this contract, TM 38-301-1 through 4 and other applicable documents listed in Section 6.

5.2 LABORATORY OPERATING PROCEDURES.

5.2.1 Sample Processing.

5.2.1.1 The contractor shall process and evaluate samples in the priorities as follows: (1) Special aeronautical, (2) Routine aeronautical, (3) Special non-aeronautical, and (4) Routine non-aeronautical.

5.2.1.2 The contractor shall process samples, evaluate results, and make recommendations to the customer as soon as possible during normal work hours. The contractor shall submit data results to the customer by e-mail or fax on the Sample Processing Sheet at Technical Exhibit I. Routine aeronautical samples shall be processed within 24 clock hours of receipt and routine non-aeronautical samples within 72 clock hours of receipt, weekends and holidays excluded. Exception to this requirement may be made by the Contracting Officer or the Laboratory Chief when unusually large quantities of samples are received at one time. If sample backlogs of more than 24 hours for aeronautical, or 72 hours for non-aeronautical equipment occur, the contractor shall immediately notify the Contracting Officer or COR representative of the situation and plan course of action. The contractor shall notify LOGSA PD, AOAP, if assistance is required.

5.2.1.3 If delays are expected in processing samples, the contractor shall notify the Contracting Officer within 2 hours.

5.2.1.4 The contractor shall receive requests for analysis on DD Form 2026 or DA Form 5991-E Oil Analysis Request, submitted with the samples from authorized equipment, by authorized customers. The contractor shall stamp the DD Forms 2026 or DA Form 5991-E with the date received, circle in red all incomplete or incorrect entries on DD Form 2026 or DA Form 5991-E, assign sample numbers, and mark both the sample containers and DD Form 2026 or DA Form 5991-E with the sample number.

5.2.1.5 Reserved

5.2.2 Laboratory Instrument Preparation & Operation.

5.2.2.1 Ferrograph Systems. The contractor shall operate the Ferrograph system in accordance with Wear Particle Atlas Volume 1 and TI 612-120 to analyze oil and grease samples from designated equipment components.

5.2.2.2 Spectrometer. The contractor shall operate in accordance with TO 33A6-7-24-1/FAS-2C Manufacturer Instruction Manual. Each day prior to operation, the contractor shall perform daily standardization checks. If the spectrometer does not pass the daily standardization check, the contractor shall perform the complete standardization procedure identified in the appropriate publications. Periodic standardization checks shall be made throughout the day. At a minimum, these checks will be made when switching from analysis of aeronautical samples (and vice versa), or whenever the spectrometer has not been operated for 30 minutes or more.

5.2.2.3 Viscometer. The contractor shall operate the Nametre Viscometer in accordance with the manufacturer's instruction manual.

5.2.2.3.1 The contractor shall perform daily accuracy checks in accordance with procedures identified in the manufacturer instruction manual.

5.2.2.3.2 Once the viscometer is calibrated, the contractor shall perform standardization checks in accordance with procedures identified in the manufacturer instruction manual. Whenever the power to the viscometer has been interrupted and the instrument is turned back on, a sample of the Cannon standard with the viscosity that most nearly matches that of the samples to be analyzed, shall be used to verify that the viscometer is still standardized. If the quality index (QI) for the daily accuracy check sample is out of limits, the viscometer must be recalibrated.

5.2.2.4 Oil Analysis Standard Interservice System (OASIS).

5.2.2.4.1 The contractor shall operate the OASIS system in accordance with the user's manual.

5.2.2.4.2 The contractor shall not load any system or data disks other than those specifically provided for that laboratory nor shall the system software be modified in any manner.

5.2.2.4.3 The contractor shall maintain back-up data tapes in accordance with the OASIS Users Manual. The backup tapes shall not be removed from the laboratory premises except to store in a designated area for safekeeping during non-duty hours.

5.2.2.4.4 The contractor shall only enter data from any given end-item/component sample against the type equipment code for that particular end-item/component.

5.2.2.4.5 The contractor shall contact LOGSA for technical assistance and to report technical problems concerning the OASIS during the hours of 7:15 a.m. and 3:45 p.m., Eastern Standard Time Monday through Friday, excluding weekends and holidays, at commercial (205)955-9996. The contractor shall contact the Contracting Officer or designated representative for emergency assistance and to report problems at hours other than 7:15 a.m. to 3:45 p.m. weekends and holidays.

5.2.2.4.6 The contractor shall perform a complete system backup each Wednesday. System backup data shall be e-mailed to the LOGSA PD within 24 hours.

5.2.2.4.7 The contractor shall notify the LOGSA PD of any OASIS system problems by use of e-mail: aoap@logsa.redstone.army.mil

5.2.3 Emergency Service. The contractor shall provide the Contracting Officer with a point of contact (POC) to receive, reconcile and coordinate response to all emergency requests for analysis during duty and non-duty hours, including weekends and holidays. The Contracting Officer will forward this data to the Staff Duty Officer's office for inclusion in their Points of Contact listing. The POC shall operate in support of all authorized customers. The emergency request shall be processed and the results furnished to the customer within two (2) hours from the time the POC is notified unless otherwise stipulated in this PWS. Approximately 10 emergency requests were processed during FY 02. The Staff Duty Officer will notify the contractor of emergency requests.

5.2.4 Response to Customer.

5.2.4.1 When the oil sample evaluations are completed, the contractor shall return the processed DD Form 2026 or DA Form 5991-E stamped with either "PROCESSED (date) NORMAL RESULTS", or "PROCESSED (date) ABNORMAL RESULTS", as appropriate, to all customers. The contractor shall use two (2) separate stamps to stamp the DD Form 2026 or DA Form 5991-E; one (1) with "PROCESSED (date) NORMAL RESULTS" and another with "PROCESSED (date) ABNORMAL RESULTS". The contractor shall annotate the DD Form 2026 or DA Form 5991-E with the laboratory recommendation and, if the recommendation is abnormal, the DD Form 2026 or DA Form 5991-E shall be annotated with enough information for the customer to initiate recommended actions; for example, "Do not operate", "Do not change oil", "Re-sample ASAP". The contractor shall return DD Form 2026 or DA Form 5991-E to the customer within five (5) working days after completion of the test.

5.2.4.1.1 For all samples with normal results, return of the processed DD Form 2026 or DA Form 5991-E will serve as notification of completion of sample analysis.

5.2.4.1.2 For all aeronautical samples, which result in a grounding recommendation, the contractor shall communicate to the unit by telephone within 30 minutes followed by a written report by the end of the day.

5.2.4.1.3 For all samples requiring a re-sample because of abnormal results, the contractor shall make the requests for resample by annotating the DD Forms 2026 or DA Form 5991-E and notifying the customers by telephone within the time frame stated in paragraph C.5.2.1.2 except when it is suspected that continued use of the equipment would cause damage. If this is the case, the customer shall be notified by telephone within two (2) hours after completion of the oil sample evaluation.

5.2.4.1.4 For all aeronautical and all Army non-aeronautical samples with abnormal results requiring maintenance, the contractor shall make the recommendations for maintenance actions by providing detailed information to customers by telephone within two (2) hours after completion of the oil sample evaluation. The contractor shall

follow-up the telephone call with a DA Form 3254-R (Oil Analysis Recommendation and Feedback) by priority mail for off post customers and by on-post distribution within 24 hours for on-post customers.

5.2.4.1.5 For all Army Reserve and National Guard non-aeronautical samples with abnormal results requiring maintenance, the contractor shall make the recommendations for maintenance actions by providing detailed information to customers by telephone within two (2) hours after completion of oil sample evaluation. Once the initial recommendation is made by telephone, the contractor shall follow-up by mail with a DA Form 3254-R with an accompanying cover letter, within 24 hours after completion of the oil evaluation. The cover letter shall explain the procedures required for the return of feedback information to the laboratory.

5.2.4.1.6 The contractor shall request a re-sample and check the sample for verification of previous analysis prior to recommendation for maintenance action when required for both aeronautical and non-aeronautical samples. Maintenance recommendations shall not be made using the results of a single sample only.

5.2.5 Correspondence. The contractor shall prepare and type all reports, documents, records, and correspondence in support of the Oil Analysis Laboratory in accordance with AR 25-50. The contractor shall submit all correspondence (in final form) for processing through military channels to the COR for distribution except those specific items of correspondence addressed in paragraph 5.2.6.

5.2.6 Maintaining Logs, Registers, and Files.

5.2.6.1 The contractor shall maintain a current point of contact register for all authorized laboratory customers. This register shall include the name, mailing address, message address, and telephone numbers for the points of contact.

5.2.6.2 The contractor shall maintain a telephone confirmation log for all abnormal results and special sample results given to customers by telephone, which shall include: end item serial number, component serial number, end item model number, the name of the AOAP laboratory technician placing the call, date, time, and name of the individual receiving the information at the owning unit.

5.2.6.3 The contractor shall file completed DA Form 3254-R in accordance with AR 25-400-2.

5.2.6.4 The contractor shall file a copy of all correspondence in accordance with AR 25-400-2.

5.2.6.5 The contractor shall maintain a microscopy and Ferrographic analysis register, which reflects the results of all samples on which a microscopic and Ferrographic analysis were run.

5.2.6.6 Reserved

5.2.6.7 The contractor shall maintain a spectrometer standardization register. The contractor shall record the date, time, and results of each standardization check.

5.2.6.8 The contractor shall maintain a separate daily viscometer calibration log for each standard analyzed. The contractor shall record the date, time, and results of each standardization check.

5.2.6.9 The contractor shall maintain an OASIS assistance and problems log. The contractor shall record the name of the AOAP management person contacted, date, and assistance requested problems reported, pertaining to the OASIS.

5.2.6.10 The contractor shall maintain a spectrometer maintenance register. The contractor shall record the date when preventive maintenance and other repairs were performed and list the repair parts installed.

5.2.7 Reporting.

5.2.7.1 OASIS Outputs.

5.2.7.1.1 The contractor shall provide all customers and all Installation AOAP Monitors supported with the following monthly reports taken from the AOAP OASIS system by the 5th working day of each month for the preceding month. The contractor shall also maintain a current copy of listed reports.

5.2.7.1.1.1 Components Enrolled in AOAP (aeronautical and non-aeronautical).

5.2.7.1.1.2 Laboratory Workload Summary (aeronautical and non-aeronautical).

5.2.7.1.1.3 Monthly Activity Report (aeronautical and non-aeronautical).

5.2.7.1.1.4 Re-Sample and Type Recommendation Report (aeronautical and non-aeronautical).

5.2.7.1.2 The contractor shall provide the Chief, DOL Maintenance Division monthly reports taken from the AOAP OASIS system upon request.

5.2.7.2 Feedback. The contractor shall forward a copy of all aeronautical records of feedback to the PD AOAP Officer along with the Monthly Laboratory Operations Summary, AOAP Form 83-R.

5.2.7.3 Reserved

5.2.7.4 DA Form 3254-R. The contractor shall provide a copy of all aeronautical DA Form 3254-R's to Commander, Corpus Christi Army Depot, ATTN: AMSAM-MMC-VS-ECP, Stop 55, 308 Crecy Street, Corpus Christi, Texas 78419-6250, weekly, and the PD, AOAP by the 5th working day of each month for the preceding month.

5.2.7.5 Laboratory Workload Summary Report. The last two (2) pages of this report are the Laboratory Workload Summary Report and the Monthly Laboratory Response Time for Samples Received Report. The contractor shall provide copies of these two (2) reports to the LOGSA PD, AOAP by the 5th of each month for the preceding month.

5.2.7.6 Nonrecurring Reports. The contractor shall provide these reports as dictated by various AOAP requirements and may be telephonic or in writing. These reports may be required to provide information to LOGSA PD, AOAP or JOAP Technical Support Center (JOAP-TSC), regarding projects, tests, evaluation data, or program improvement.

5.2.8 Data Recording.

5.2.8.1 OASIS Inputs. The contractor shall operate the automated data terminals located in the laboratory. Only analytical data for components (aeronautical and non-aeronautical) listed in the type equipment codes (TEC) table shall be input into the automated data system. Data is obtained from the following sources.

5.2.8.1.1 Oil Analysis Request (DD Form 2026 or DA Form 5591-E), which provides serial numbers, model numbers, operating time, reason for samples, etc.

5.2.8.1.2 Laboratory generated data, e.g., sample number analysis data, recommendation code, and maintenance feedback.

5.2.8.1.3 End item serial number corrections, unit identification code, address changes and other pertinent information shall be entered in the OASIS System as required.

5.2.8.2 Manual. The contractor shall prepare DD Form 2027 to record analytical data for non-aeronautical components that are not listed in the TEC table, but which are authorized to be

sampled by the MACOM on a case-by-case basis. Data are obtained from sources identified in paragraphs 5.2.8.1.1 and 5.2.8.1.2.

5.2.9 Transfer of Oil Analysis Records. The contractor shall transfer oil analysis records any time that an oil analysis customer relocates. Records shall also be transferred for equipment being transferred from one (1) using organization to another.

5.2.10 Disposal of Oil Analysis Records. The contractor may destroy oil analysis records originated at the laboratory 12 calendar months after receipt of the last sample from the components involved.

5.2.11 Contingency Operations. The contractor shall notify the LOGSA PD, AOAP and the Contracting Officer within 30 minutes after determination is made that the laboratory operational capability cannot be restored within 24 hours.

5.2.12 JOAP Certification and Correlation Program.

5.2.12.1 Certification. The contractor shall participate in the JOAP Certification Program. This includes but is not limited to, an annual certification by the JOAP-TSC and evaluator certification by the PD, AOAP.

5.2.12.2 Correlation. The contractor shall participate in the JOAP Correlation Program. The JOAP-TSC will compare the results of each laboratory analysis of each metal mathematically with the results of the average of all laboratories. If the laboratory's correlation results for the three (3) months average is less than 80%, the laboratory will be advised of the fact and shall correct the situation. The contractor shall submit a written report to the LOGSA PD, AOAP and the COR stating as a minimum, the method of investigation, reason(s) found for the discrepancy and action taken to correct and prevent a recurrence.

5.3 SPECIFIC REQUIREMENTS FOR AERONAUTICAL EQUIPMENT.

5.3.1 Atomic Emission Spectrometry. The contractor shall conduct spectrometric analysis on all aeronautical oil and hydraulic samples to determine wear metal and contamination levels of oil samples requiring oil change.

5.3.2 Optical Microscopy. The contractor shall conduct particulate metal determination tests by optical microscopy. This analysis shall be required on all suspect aeronautical and other non-aeronautical samples from equipment specified by the LOGSA PD, AOAP. A suspect oil sample is an oil sample for which one or more of the following diagnostic indicators are observed; chip light; vibration; metal on screens or filter; oil of unusual color; odor; high solids content; and oil having an abnormal spectrometric trend or wear metal concentration.

5.3.3 Ferrograph.

5.3.3.1 The contractor shall perform Ferrographic analysis on oil samples from equipment components designated by the LOGSA PD, AOAP. The contractor shall only perform the complete Ferrographic analysis when the direct reading procedure indicates abnormal wear using guidelines provided by the PD, AOAP.

5.3.3.2 The contractor shall perform Ferrographic analysis on grease samples from equipment components designated by the LOGSA PD, AOAP.

5.3.4 Fournier Transform Infrared Analysis (FTIR). The contractor shall conduct FTIR analysis on all samples to determine lubricant contamination, lubricant breakdown and additive depletion.

5.4 SPECIFIC REQUIREMENTS FOR NONAERONAUTICAL EQUIPMENT.

5.4.1 Atomic Emission Spectrometry. The contractor shall conduct spectrometric analysis on all non-aeronautical oil and hydraulic samples to determine wear metal and contamination levels of oil samples requiring oil change.

5.4.2 Nametre Viscosity. The contractor shall conduct viscosity tests on all engine, transmission, and hydraulic oil samples to determine its viscosity by comparison with viscosity guidelines or lubricants of the same type and grade.

5.4.3 Fournier Transform Infrared Analysis (FTIR). The contractor shall conduct FTIR analysis on all samples to determine lubricant contamination, lubricant breakdown and additive depletion.

5.4.4 Blotter Spot Test. The contractor shall conduct blotter spot tests on all engine oil samples to determine the amount of insoluble contaminants and/or dispersant ability when FTIR equipment is inoperative.

5.4.5 Water contamination by Crackle Test. The contractor shall conduct water contamination by crackle test on all oil and hydraulic samples to determine if water is present when FTIR equipment is inoperative.

5.5 Oil Analysis Evaluation. The contractor shall evaluate the analytical results of all oil samples in accordance with TM 38-301-3 and 4, TB 43-0106 and Appendix O of DA Pam 738-750 to determine the appropriate recommendation to be made to the operating activity. All evaluations shall be accomplished by an evaluator certified by the LOGSA PD, AOAP. The following additional factors either separately or in any combination shall be considered in all evaluations.

5.5.1 Concentration level of each element analyzed.

5.5.2 Oil Analysis history of other components of the same type.

5.5.3 Hours on the component since new, last overhauled, or last oil change.

5.5.4 Information letters, evaluation guidelines from LOGSA PD, AOAP, component manufacturer's metallurgical data and Army publications.

5.5.5 Location of aircraft/vehicle and operating environment.

5.5.6 Season of the year.

5.5.7 Mission, functions, and characteristics of the aircraft/vehicle-operating unit.

5.5.8 The limits of wear metal concentration established and documented in each laboratory for components without guidelines.

5.5.9 Analysis of sample of new oil when replacing oil due to previous AOAP analysis.

5.5.10 The presence of corrosion products that might affect metal concentration.

5.5.11 Extraneous contamination from substances such as sand and grease.

5.5.12 Maintenance performance between sampling intervals.

5.5.13 Oil additions that might act as diluents.

5.5.14 Feedback from operating activity.

5.5.15 Sample integrity.

5.5.16 Lubrication oil capacity of component and effect on wear metal concentration.

5.5.17 Dispersion of oil.

5.5.18 Concentration of insolubles.

5.5.19 Shape and size of visible metal particles.

5.6 Contract Data Requirements. The contractor shall maintain records and reports as required by this contract.

APPLICABLE REGULATIONS, DIRECTIVES, AND FORMS

6.1 GENERAL. During the life of this contract, regulations, directives, and forms will change. The contractor shall keep abreast of these changes and maintain the pertinent regulations, directives, and forms applicable to this contract. Regulations and directives are either advisory (A) or mandatory (M) in nature as indicated, and the contractor shall comply with their requirements. The most commonly used regulations and directives are listed in paragraph 6.2. Forms are listed in paragraph 6.6 and can be retrieved from the following Web Site:
<http://web1.whs.osd.mil/ICDHOME/FORMTAB.htm>

6.1.1 Supply of Publications. The contractor shall request additional publications from the Government on forms supplied by the Government.

6.1.2 Technical Manuals and Other Publications. The contractor shall maintain a current copy of all applicable Technical Manuals (TMs) and or commercial manuals on equipment under this contract.

6.1.3 Blank Forms. The contractor shall request, receive, distribute, maintain, and use Government blank forms required to accomplish the tasks specified in this contract. The Government will provide an initial supply of blank forms prior to performance start date. The contractor shall establish and maintain requirements for future needs. The contractor shall request blank forms from the Contracting Officer or COR on forms supplied by the Government. Requests for new, locally designed forms, reprints, or revisions of existing local forms or overprinting of blank forms shall be prepared in accordance with AR 310-2 and submitted to the Contracting Officer or COR. The contractor shall maintain a 30-day supply of blank forms required for the performance of this contract. Upon termination of this contract, unused blank forms shall be returned to the Government.

6.2 REGULATIONS.

6.2.1 AR 11-27 Army Energy Program, dated 3-30-97 (A)

6.2.2 AR 25-50 Preparing Correspondence, dated 6-3-02 (M)

6.2.3 AR 25-400-2 The Modern Army Record Keeping System (MARKS), dated 11-01-01 (M)

6.2.4 AR 40-50 Preventive Medicine, dated 11-14-90 (M)

6.2.5 AR 190-13 The Army Physical Security Program (M)

6.2.6 AR 190-51 Security of Unclassified Army Property, Sensitive & Non-Sensitive, dated 10-30-93 (M)

6.2.7 AR 200-1 Environmental Protection and Enhancement, dated 3-21-97 (M)

6.2.8 AR 200-2 Environmental Effects of Army Actions, dated 1-23-89 (M)

6.2.9 AR 380-5 Department of the Army Information Security Program, dated 10-31-00 (A)

6.2.10 AR 380-19 Information Systems Security, dated 2-27-98 (A)

- 6.2.11 AR 380-67 Personnel Security Requirements, dated 9-09-88 (A)
- 6.2.12 AR 385-10 The Army Safety Program, dated 3-29-00 (M)
- 6.2.13 AR 385-40 Accident Reporting and Records, dated 12-01-94 (A)
- 6.2.14 AR 420-90 Fire and Emergency Services, dated 10-10-97 (M)
- 6.2.15 AR 700-132 Joint Oil Analysis Program (JOAP), dated 12-05-90 (M)
- 6.2.16 AR 735-1 Accounting for Lost, Damaged Destroyed Property (M)
- 6.2.17 AR 735-5 Policies and Procedures for Property Accountability, dated 6-10-02 (A)
- 6.2.18 AR 750-1 Army Material Maintenance Concepts & Policies, dated 8-1-94 (M)
- 6.2.19 FORSCOM Reg 385-1 Forces Command Safety Program (JRTC & Fort Polk Supplement 1, dated 7-9-99) (A)
- 6.2.20 JRTC & FP Reg 420-5 Fire Prevention and Protection, dated 1-1-95 (M)

6.3 DEPARTMENT OF THE ARMY PAMPHLETS

- 6.3.1 DA PAM 25-6 Management of Sub disciplines Configuration Management for Automated Information Systems, dated 6-13-91 (A)
- 6.3.2 DA PAM 710-2-1 Using Unit Supply System, dated 12-31-97 (M)
- 6.3.3 DA PAM 738-750 (Appendix O) Functional Users Manual for The Army Maintenance Management System (TAMMS), dated 8-1-94 (M)
- 6.3.4 DA PAM 738-751 Functional Users Manual for the ARMY Maintenance Management System-Aviation (TAMMS-A), dated 3-15-99 (M)
- 6.3.5 DA PAM 25-33 Users Guide for ARMY Publications and Forms, dated 9-15-96 (M)

6.4 PUBLIC LAWS, EXECUTIVE ORDERS (EO), DOD INSTRUCTIONS & DIRECTIVE STATE OF LOUISIANA ACTS

- 6.4.1 DOD Directive 5220.22-M Industrial Security Manual for Safeguarding Classified Information (M)
- 6.4.2 CFR, Title 40, Parts 260 and 261 (M)

6.5 BULLETINS, MANUAL, & ORDERS

- 6.5.1 NAVAIR 17-15BF-62.1 Maintenance Manual Supplement (M)
- 6.5.2 TB 43-0106 Aeronautical Equipment Army Oil Analysis Program (AOAP) (with changes 1 & 2), dated 4-10-84 (M)
- 6.5.3 TB 43-0211 Army Oil Analysis Program Guide for Leaders & Users, dated 4-15-02 (M)
- 6.5.4 TI 612-120 Quantitative Ferrograph - Its Meaning & Application (M)

- 6.5.5 TO 33A6-7-24-1 Operation/Maintenance Instructions 33A6-7-24-1, NAVAIR 17-15 Fluid Analysis Spectrometer, BF-62 Type A/E34U-3 (TM9-6650-306-14) Operations and Manual Instructions (M)
- 6.5.6 TO 33A6-7-24-4 Illustrated Parts Breakdown, Fluid Analysis Spectrometer, NAVAIR 17-15, Type A/E 35U-3, BF62 (TM9-6650-306-24P) (M)
- 6.5.7 TM 38-301-1 JOAP Lab Manual VOL I, Intro Theory Benefits, Customer Sampling Procedures, Programs, dated 3-3-99 (M)
- 6.5.8 TM 38-301-2 JOAP Lab Manual VOL II, Spectrometric and Physical Test Lab Operating Requirements and Procedures, dated 3-3-99 (M)
- 6.5.9 TM 38-301-3 JOAP Lab Manual VOL II, Lab Analytical Methodology and Equipment Criteria, Aeronautical, dated 3-3-99 (M)
- 6.5.10 TM 38-301-4 JOAP Lab Manual VOL IV, Lab Analytical Methodology and Equipment Criteria, Non-aeronautical, dated 3-3-99 (M)
- 6.5.11 Reference Manual - Standard Oil Wear Particle Atlas (M)
- 6.5.12 Manual - Instruction Manual, Model 7.006 Direct Readout Viscometer (Namtrel Company) (M)
- 6.5.13 Manual - Operating & Maintenance Instructions, Fluid Analysis Spectrometer, FAS-2C (M)
- 6.5.14 LOGSA Procedure -Grease Sample, Preparation & Analysis (M)
- 6.5.15 LOGSA Procedure - Field Test Plan & Procedures for Evaluation of Ferrography as a Supplemental Oil Analysis Process (M)
- 6.5.16 Command Policy Memorandum #L-15 – JRTC and Fort Polk Environmental Compliance
- 6.6 FORMS
 - 6.6.1 DA Form 3254-R Oil Analysis Recommendations & Feedback (A)
 - 6.6.2 DA Form 5381-R Building Fire Inspection (A)
 - 6.6.3 DA Form 5991-E Oil Analysis Request (A)
 - 6.6.4 DD577 Signature Card (A)
 - 6.6.5 DD Form 2026 Oil Analysis Request (A)
 - 6.6.6 DD Form 2027 Oil Analysis Record (A)
 - 6.6.7 AOAP Form 83-R, dated 8-1-93 (A)
 - 6.6.8 DD Form 1662 (M)
 - 6.6.9 DD Form 254 (A)
 - 6.6.10 DA Form 12-R (M)
 - 6.6.11 DA Form 4790-R

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2003 TO 29-FEB-2004	N/A	DOL, MAINTENANCE DIV TERI DANGEL 2650 LOUISIANA AVE STE B106 FORT POLK LA 71459 337-531-1215 FOB: Destination	W42CXC
0002	POP 01-MAR-2004 TO 28-FEB-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42CXC
0003	POP 01-MAR-2005 TO 28-FEB-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42CXC
0004	POP 01-MAR-2006 TO 28-FEB-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42CXC
0005	POP 01-MAR-2007 TO 29-FEB-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W42CXC

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.
(End of Provision)

52.000-4001 CONTRACT PERIOD

The period of this contract is 1 March 2003 or 5 days after date of award, whichever is later, through 29 February 2004.

(End of Provision)

52.000-4002 EMERGENCY MEDICAL TREATMENT

Emergency medical treatment will be provided by the Bayne-Jones Army Community Hospital in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's expense.
(End of Provision)

52.000-4004 HOURS OF OPERATION

Normal working hours are 8:00 A.M. to 4:30 P.M. Monday through Friday excluding Federal Holidays.

The following Federal Holidays are observed at Fort Polk, Louisiana:

January 1 st	1 st Monday of September
3 rd Monday of January	2 nd Monday of October
3 rd Monday of February	November 11 th
Last Monday of May	4 th Thursday of November
July 4 th	December 25 th

And any other Congressional or Presidential imposed Federal Holiday

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

The Contractor shall obtain the Contracting Officer's approval 48 hours in advance of performing any work during hours other than the above hours.
(End of Provision)

52.000-4005 INVOICES AND PAYMENTS

a. The Contractor shall submit an original and 1 copy of invoices to:

DFAS-ORLANDO (DFAS-OR FPV)
 BOX 934400
 2500 LEAHY AVENUE
 ORLANDO FL 32893-4400

Invoices shall cite the contract number, quantity, price and total amount of invoice.

b. Payment will be made by DFAS.

(End of Provision)

52.000-4011 REMOVAL OF CONTRACTOR PERSONNEL

The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

(End of Provision)

52.000-4012 REQUIRED INSURANCE

In accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation" the following minimum amounts of insurance are required.

Workmen's Compensation	As required by state laws
Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Bodily Injury Liability	
Auto Liability Insurance	\$200,000 per person
Bodily Injury	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
(End of Provision)	

52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination(s)/Decision(s) 1994-2229, Revision No. 18, is/are incorporated into this solicitation and shall be applicable to any resultant contract.

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

Wage Determination No.: 1994-2229

William W.Gross	Division of	Revision No.: 18
Director	Wage Determinations	Date Of Last Revision: 05/29/2002

State: **Louisiana**

Area: **Louisiana** Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.27
Accounting Clerk II	10.44
Accounting Clerk III	13.67
Accounting Clerk IV	14.88
Court Reporter	12.66
Dispatcher, Motor Vehicle	8.78
Document Preparation Clerk	9.17
Duplicating Machine Operator	9.21
Film/Tape Librarian	12.02
General Clerk I	8.13
General Clerk II	9.00
General Clerk III	9.30
General Clerk IV	11.75
Housing Referral Assistant	14.05
Key Entry Operator I	8.23
Key Entry Operator II	10.44
Messenger (Courier)	7.31
Order Clerk I	10.11
Order Clerk II	11.95
Personnel Assistant (Employment) I	8.62
Personnel Assistant (Employment) II	10.25
Personnel Assistant (Employment) III	11.48
Personnel Assistant (Employment) IV	14.21
Production Control Clerk	13.03
Rental Clerk	10.95
Scheduler, Maintenance	10.33
Secretary I	11.30
Secretary II	12.55
Secretary III	14.59
Secretary IV	16.21
Secretary V	17.65
Service Order Dispatcher	13.82
Stenographer I	9.47
Stenographer II	10.12
Supply Technician	13.81
Survey Worker (Interviewer)	12.21
Switchboard Operator-Receptionist	8.28
Test Examiner	12.21
Test Proctor	12.21
Travel Clerk I	8.55

Travel Clerk II	9.25
Travel Clerk III	9.70
Word Processor I	8.79
Word Processor II	9.91
Word Processor III	10.99
Automatic Data Processing Occupations	
Computer Data Librarian	8.17
Computer Operator I	9.44
Computer Operator II	11.36
Computer Operator III	13.64
Computer Operator IV	15.14
Computer Operator V	16.81
Computer Programmer I (1)	13.99
Computer Programmer II (1)	17.34
Computer Programmer III (1)	20.87
Computer Programmer IV (1)	21.91
Computer Systems Analyst I (1)	15.96
Computer Systems Analyst II (1)	18.92
Computer Systems Analyst III (1)	21.75
Peripheral Equipment Operator	10.03
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.50
Automotive Glass Installer	12.76
Automotive Worker	12.76
Electrician, Automotive	13.63
Mobile Equipment Servicer	11.17
Motor Equipment Metal Mechanic	14.50
Motor Equipment Metal Worker	13.15
Motor Vehicle Mechanic	14.50
Motor Vehicle Mechanic Helper	10.15
Motor Vehicle Upholstery Worker	12.04
Motor Vehicle Wrecker	12.76
Painter, Automotive	13.63
Radiator Repair Specialist	12.76
Tire Repairer	10.79
Transmission Repair Specialist	14.50
Food Preparation and Service Occupations	
Baker	11.30
Cook I	8.41
Cook II	10.23
Dishwasher	6.63
Food Service Worker	6.42
Meat Cutter	10.23
Waiter/Waitress	7.04
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	13.63
Furniture Handler	9.68
Furniture Refinisher	13.63
Furniture Refinisher Helper	10.15
Furniture Repairer, Minor	12.04
Upholsterer	13.63
General Services and Support Occupations	
Cleaner, Vehicles	7.15
Elevator Operator	7.95
Gardener	8.42
House Keeping Aid I	6.49
House Keeping Aid II	7.14
Janitor	7.32
Laborer, Grounds Maintenance	7.54

Maid or Houseman	6.17
Pest Controller	10.65
Refuse Collector	8.31
Tractor Operator	6.74
Window Cleaner	8.14
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.94
Licensed Practical Nurse I	10.51
Licensed Practical Nurse II	11.80
Licensed Practical Nurse III	13.19
Medical Assistant	10.75
Medical Laboratory Technician	11.84
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	11.86
Registered Nurse I	16.37
Registered Nurse II	20.02
Registered Nurse II, Specialist	20.02
Registered Nurse III	24.24
Registered Nurse III, Anesthetist	24.24
Registered Nurse IV	29.05
Information and Arts Occupations	
Audiovisual Librarian	16.59
Exhibits Specialist I	11.61
Exhibits Specialist II	13.85
Exhibits Specialist III	17.78
Illustrator I	11.61
Illustrator II	13.85
Illustrator III	17.78
Librarian	17.82
Library Technician	11.35
Photographer I	10.20
Photographer II	12.18
Photographer III	15.62
Photographer IV	17.35
Photographer V	19.26
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.20
Counter Attendant	6.20
Dry Cleaner	7.37
Finisher, Flatwork, Machine	6.20
Presser, Hand	6.20
Presser, Machine, Drycleaning	6.20
Presser, Machine, Shirts	6.20
Presser, Machine, Wearing Apparel, Laundry	6.20
Sewing Machine Operator	7.75
Tailor	8.56
Washer, Machine	6.96
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	13.63
Tool and Die Maker	16.99
Material Handling and Packing Occupations	
Forklift Operator	10.97

Fuel Distribution System Operator	13.52
Material Coordinator	9.30
Material Expediter	9.30
Material Handling Laborer	9.84
Order Filler	9.02
Production Line Worker (Food Processing)	9.30
Shipping Packer	9.42
Shipping/Receiving Clerk	10.21
Stock Clerk (Shelf Stocker; Store Worker II)	10.40
Store Worker I	8.41
Tools and Parts Attendant	10.12
Warehouse Specialist	8.95
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	18.34
Aircraft Mechanic Helper	11.67
Aircraft Quality Control Inspector	17.64
Aircraft Servicer	13.84
Aircraft Worker	14.68
Appliance Mechanic	13.63
Bicycle Repairer	10.79
Cable Splicer	15.95
Carpenter, Maintenance	13.63
Carpet Layer	12.76
Electrician, Maintenance	16.55
Electronics Technician, Maintenance I	14.68
Electronics Technician, Maintenance II	15.94
Electronics Technician, Maintenance III	17.37
Fabric Worker	11.37
Fire Alarm System Mechanic	14.50
Fire Extinguisher Repairer	11.17
Fuel Distribution System Mechanic	14.50
General Maintenance Worker	13.19
Heating, Refrigeration and Air Conditioning Mechanic	14.50
Heavy Equipment Mechanic	16.93
Heavy Equipment Operator	14.50
Instrument Mechanic	16.67
Laborer	9.67
Locksmith	13.63
Machinery Maintenance Mechanic	14.50
Machinist, Maintenance	14.50
Maintenance Trades Helper	11.17
Millwright	14.50
Office Appliance Repairer	13.63
Painter, Aircraft	13.63
Painter, Maintenance	13.63
Pipefitter, Maintenance	15.84
Plumber, Maintenance	14.99
Pneudraulic Systems Mechanic	14.50
Rigger	14.50
Scale Mechanic	13.15
Sheet-Metal Worker, Maintenance	14.50
Small Engine Mechanic	12.70
Telecommunication Mechanic I	14.79
Telecommunication Mechanic II	17.64
Telephone Lineman	16.68
Welder, Combination, Maintenance	14.50
Well Driller	14.50
Woodcraft Worker	14.50
Woodworker	11.17

Miscellaneous Occupations

Animal Caretaker	7.62
Carnival Equipment Operator	10.29
Carnival Equipment Repairer	11.33
Carnival Worker	7.27
Cashier	7.05
Desk Clerk	8.63
Embalmer	17.93
Lifeguard	9.42
Mortician	17.74
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.42
Recreation Specialist	11.97
Recycling Worker	7.92
Sales Clerk	8.50
School Crossing Guard (Crosswalk Attendant)	6.52
Sport Official	9.42
Survey Party Chief (Chief of Party)	12.87
Surveying Aide	7.93
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.70
Swimming Pool Operator	7.35
Vending Machine Attendant	7.13
Vending Machine Repairer	8.45
Vending Machine Repairer Helper	7.13

Personal Needs Occupations

Child Care Attendant	9.49
Child Care Center Clerk	11.84
Chore Aid	6.88
Homemaker	11.98

Plant and System Operation Occupations

Boiler Tender	15.68
Sewage Plant Operator	15.68
Stationary Engineer	14.50
Ventilation Equipment Tender	11.19
Water Treatment Plant Operator	15.68

Protective Service Occupations

Alarm Monitor	9.57
Corrections Officer	12.33
Court Security Officer	12.62
Detention Officer	12.62
Firefighter	12.62
Guard I	7.06
Guard II	12.48
Police Officer	14.75

Stevedoring/Longshoremen Occupations

Blocker and Bracer	12.14
Hatch Tender	12.14
Line Handler	12.14
Stevedore I	10.31
Stevedore II	11.71

Technical Occupations

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	12.79
Archeological Technician II	14.39
Archeological Technician III	17.78
Cartographic Technician	17.45
Civil Engineering Technician	16.16

Computer Based Training (CBT) Specialist/ Instructor	15.64
Drafter I	9.69
Drafter II	11.61
Drafter III	13.85
Drafter IV	17.78
Engineering Technician I	10.13
Engineering Technician II	12.13
Engineering Technician III	14.48
Engineering Technician IV	18.58
Engineering Technician V	22.84
Engineering Technician VI	28.11
Environmental Technician	17.78
Flight Simulator/Instructor (Pilot)	18.92
Graphic Artist	14.49
Instructor	13.81
Laboratory Technician	11.84
Mathematical Technician	16.78
Paralegal/Legal Assistant I	13.43
Paralegal/Legal Assistant II	17.25
Paralegal/Legal Assistant III	19.68
Paralegal/Legal Assistant IV	23.81
Photooptics Technician	16.29
Technical Writer	18.30
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	13.06
Weather Observer, Senior (3)	17.51
Weather Observer, Upper Air (3)	13.06
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	9.68
Parking and Lot Attendant	6.16
Shuttle Bus Driver	10.21
Taxi Driver	8.41
Truckdriver, Heavy Truck	13.97
Truckdriver, Light Truck	10.21
Truckdriver, Medium Truck	11.09
Truckdriver, Tractor-Trailer	13.97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ******Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

(End of Provision)

52.000-4016 BASIS OF AWARD

A contract will be awarded to the responsive, responsible bidder whose bid is most advantageous to the Government considering only price and the price related factors included in the solicitation.

52.000-4022 PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work site, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any uncompleted unit of work which may have been accepted under the contract.

(End of Provision)

52.000-4023 PRE-AWARD INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive and award of a contract.
- (6) A on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A Pre-Award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Financial Reference:

Name: _____
Address: _____
POC: _____
Phone: _____

(End of Provision)

a. The Government Commercial Credit Card means the uniquely numbered credit card issued by a Contractor, currently the U.S. Bank Corporation, to named individual Government employees to pay for official Government purchases within the terms and conditions of the Government commercial credit card system.

b. The Government may use the Government commercial credit card for payment of supplies/services.

c. The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies/services have been shipped or services performed. Unless, the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

d. The Government intends to make payment by commercial credit card through the standard VISA credit card system after notification of completion is provided by the Contractor.
(End of Provision)

52.000-4030 ACCEPTANCE OF GOVERNMENT COMMERCIAL CREDIT CARD

Payment by credit card, established use of a Government Commercial Credit Card as another means of payment for supplies or services ordered against a contract. Bidders/Offerors are requested to indicate (by placing a check mark at the beginning of one of the following paragraphs) whether they will accept the credit card as a method of payment when used by the ordering agencies.

(1) _____ I will accept the Government Commercial Credit Card and offer the following discount for all orders placed using the credit card:

_____ % Discount

(2) _____ I will accept the Government Commercial Credit Card but elect not to offer any discount for orders placed using the credit card.

(3) _____ I elect not to accept the Government Commercial Credit Card for payment for supplies or services ordered against the contract.

NOTE: Discount offered in connection with the credit card will not be used in the evaluation of the offer.
(End of Provision)

52.000-4033 ADMINISTRATION RESPONSIBILITY

a. The Contracting Officer is responsible for the administration of this contract, and alone, is authorized to the extent indicated in this contract to take actions on behalf of the Government which result in changes in the terms of this contract, including deviations from the specifications, details and delivery schedule.

b. All matters pertaining to Government administration of this contract should be directed to the following address.

Directorate of Contracting
ATTN: *Greta J. Keller*
Email Address: *kellerg@polk.army.mil*
Phone: *337-531-0906* FAX: *337-531-2200*

PO Drawer 3918
Fort Polk, LA 71459-0918

(End of Provision)

52.000-4036 SECURITY SEARCHES/CHECKS

The Contractor and Contractor employees are subject to security searches/checks. Persons found in possession of firearms, ammunition, explosives, pyrotechnic devices, knives, other lethal weapons, or removing Government equipment, supplies, and/or food will be prosecuted and/or barred from the installation. The Contractor shall safeguard all Government property furnished for Contractor use.

(End of Provision)

52.000-4037 VEHICLE REGISTRATION, LICENSING, AND OPERATION

Contractor vehicles and Contractor personnel privately owned vehicles operated on Fort Polk shall be registered with the Vehicle Registration Section of the Installation Provost Marshal located within the building adjacent to the Consolidated In/Out Processing Center (Bldg 1830) on Louisiana Avenue between Mississippi Avenue and Alabama Avenue. Vehicles which will be used on Fort Polk for less than 90 days will receive temporary registration. Vehicles shall have a valid state inspection sticker and personnel shall submit vehicle registration, proof of insurance, and a valid driver's license at the time of registration. Identification decals shall be affixed to vehicles in accordance with instructions provided at the time of registration. The Contractor shall require terminated employees to remove decals from their vehicles. The Contractor shall collect removed decals and return the decal debris, with a Report of Contract Employee termination and Request for Cancellation of Vehicle Registration, to the Vehicle Registration Section. The decal must also be removed and returned to the Vehicle Registration Section if the vehicle that has the decal on it changes possession to another party (i.e., the vehicle is sold, traded in, etc.). The report shall include the Contractor's name, employee's name/vehicle description and be submitted within five (5) days following employee termination.

(End of Provision)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

- (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

X (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of time specified in the schedule.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(a) Definitions. As used in this clause--

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-

Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the

Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the DIRECTORATE OF CONTRACTING, ATTN SIMONE N CURTIS, P O DRAWER 3918, FORT POLK LA 71446.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/index.html>
<http://www.arnet.gov/SiteMap/>
<http://www.acq.osd.mil/dp/dars/index.html>

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

___ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

___ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

___ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

___ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

 X 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (☒ Alternate I) (MAR 2000)
(☐ Alternate II) (MAR 2000) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)
(End of clause)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

ATTACHMENT I

HISTORICAL DATA

FISCAL YEAR	AERONAUTICAL SAMPLES	NON-AERONAUTICAL SAMPLES	TOTAL TESTED FOR LISTED FY
2000	6,562	95,084	101,646
2001	7,056	93,684	100,740
2002	7,880	94,616	102,496

NOTE: During the term of this contract, actual samples may increase or decrease from the estimated totals. When total samples for the base period or any option period varies by more than 15% from the estimate, an equitable adjustment may be made to the contract price upon request of either party to the contract. Any adjustment will be made according to the following criteria.

a. When an equitable adjustment is authorized and requested by the contractor, it shall be for the total samples in excess of the estimated total. The amount of any equitable adjustment shall be limited to increased costs that can be substantiated by the contractor.

b. When an equitable adjustment is initiated by the Government because total samples were less than the estimated total, the amount of any equitable adjustment will be negotiated.

ATTACHMENT II

PERFORMANCE REQUIREMENTS SUMMARY ARMY OIL ANALYSIS PROGRAM

REQUIRED SERVICE	MAX DEGREE OF DEVIATION FROM REQUIREMENTS (AQL)	METHOD OF SURVEILLANCE	PROPORTION REQUIRED SVC TO TOTAL KT PRICE
1. Process aeronautical lubricant samples	2.5 Lot is number of requests (DD Form 2026) received during previous month.	Random Sample	10%
2. Process non-aeronautical lubricant samples	6.5 Lot is number of requests (DD Form 2026) received during the previous month.	Random Sample	60%
3. Contract data requirements	Complete all requirements IAW CDRL(s)	Each submission	See Note

NOTE: Action taken for non-compliance will be in accordance with (IAW) the Inspection of Services clause.

ATTACHMENT III

GOVERNMENT FURNISHED PROPERTY

Spectrometer, Diffraction Grating	2
Tape Back-up	1
Viscosimeter Set	1
Analyzer: Duplex Ferrograph	1
Analyzer: Oil	1
Cart Wire Utility 36x24	3
Truck Hand Platform: Non-tilt type	1
Cleaner Ultrasonic	1
Cabinet Storage ADPE	9
Paging System: Tione & Voice Message	1
Computer Personal Work Station	7
Gateway E3100 Series	1
Facsimile Macchine	1
Monitor	1
Monitor 17"	1
Printer Daisy Wheel/Dot Matrix/Laser	1
HP Laser Printer	1
Reader/Scanner	1
Bulletin Board Frame	1
Bench Work 60"	3
Work Bench Cabinet 72"	1
Chair Rotary w/ arms	5
Chair w/o arms	8
Electric Typewriter	1
Modular Workstation	4
Storage Cabinet, All Purpose	5
Storage Cabinet w/ glass doors	2

Storage Cabinet w/ glass doors	1
Vacuum Cleaner	1
Dehumidifier	2
Hotplate	2
Microscope Steroscopic Set	1
Polisher	1
Refrigerator/Freezer	1

TECHNICAL EXHIBIT I

SAMPLE PROCESSING SHEET

AOAP

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MEMORANDUM FOR:

DATE:

SUBJECT: Fort Polk Army Oil Analysis Program Laboratory Recommendation.

HOW CONTACTED: ☐ FAX ATTN: HEADER + PAGES

☐ IN PERSON ☐ PHONE Individual Contacted: TIME:

BUMPER # END ITEM SER # COMPONENT SER # COMPONENT RECOMMENDATIONS/REMARKS

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